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EPARTMENT OF LABOUR

AWARDS:

APPENDIX AND INDEXES.

VOL. XIII.

WELLINGTON, N.Z.
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1913.

DEPARTMENT OF LABOUR.

AWARDS:

APPENDIX AND INDEXES.

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APPENDIX.

ACCEPTED RECOMMENDATIONS, INDUSTRIAL AGREEMENTS, AWARDS, INTERPRETATIONS, AND IMPORTANT ENFORCEMENTS CONTAINED IN VOLS. I TO XIII.

In the third column the date in black type indicates latest award or agreement in force. * Notwithstanding the expiration of its currency, every award or agreement in force at the date of the passing of the Act of the 20th October, 1900, remains in force until superseded, or until the registration of the union of workers is cancelled.

NORTHERN INDUSTRIAL DISTRICT.

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
..	Aerated - water Workers (see "Brewers," &c.).			
Auckland City and suburbs ..	Bakers	7/5/98	I, p. 7 : Recommendation	..
Auckland (10-mile radius) ..	"	13/1/02	III, p. 46 : Award	20/1/04
" (15-mile radius) ..	" and Pastrycooks ..	12/5/05	VI, p. 77 : Award	..
" " ..	" " ..	14/11/05	VI, p. 305 : Interpretation of award ..	..
" " ..	" " ..	26/4/06	VII, p. 187 : Interpretation of award ..	..
" " ..	" " ..	15/5/09	X, p. 205 : Award	..
" " ..	" " ..	19/7/09	X, p. 446 : Adding parties to award ..	..
" " ..	" " ..	4/10/09	X, p. 707 : Adding parties to award ..	..
" " ..	" " ..	14/4/10	XI, pp. 183, 265 : Enforcement of award	..
" " ..	" " ..	20/10/10	XI, p. 648 : Enforcement of award ..	..
" " ..	" " ..	25/1/12	XIII, p. 272 : Enforcement of award ..	..
Country districts except Poverty Bay	"	20/6/05	VI, p. 142 : Award	..
Ditto	" and Pastrycooks ..	15/5/09	X, p. 198 : Award	..
"	" " ..	19/7/09	X, p. 447 : Adding parties to award ..	..
"	" " ..	21/6/11	XII, p. 731 : Enforcement of award ..	..
Whole district except Gisborne Judicial District	" " ..x	**25/10/12**	XIII, p. 778 : Award	..
Ditto	" " ..x	**28/11/12**	XIII, p. 1022 : Amendment of award ..	..

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
	NORTHERN INDUSTRIAL DISTRICT—*continued.*			
Poverty Bay..	Bakers	2/5/06	VII, p. 180 : Award	..
,, ...	,, and Pastrycooks ..	15/5/09	X, p. 180 : Award	..
,, ...	,, ,, ..x	2/12/12	XIII, p. 1097 : Accepted recommendation of Conciliation Council	..
Auckland (10-mile radius) ..	Beamsmen	27/10/08	IX, p. 739 : Award	..
,, ,, ..	,, ...x	31/3/11	XII, p. 262 : Award..	..
Whole district except Gisborne..	Boilermakers, Iron-ship Workers, and Bridgebuilders	30/10/07	VIII, p. 888 : Award	..
,, ,, ..	Ditto	10/5/09	X, pp. 192, 540 : Enforcement of award	..
,, ,, ..	,, ...	10/5/09	X, p. 230 : Amendment of award ..	..
,, ,, ..	,, ...x	10/10/10	XI, p. 556 : Award	..
Auckland City and suburbs ..	Bookbinders, Paper-rulers, and Cutters	8/5/07	VIII, p. 191 : Award	..
,, ,, ..	Ditto	(No date)	VIII, p. 295 : *Erratum* in award ..	..
,, ,, ..	,, ...x	21/7/09	X, p. 374 : Award	..
,, ,, ..	Bootmakers	17/7/99	I, p. 25 : Award	1/9/00
,, ,, ..	,, ...	6/9/99	I, p. 39 : Agreement adding parties to award	..
,, ,, ..	,, ...	8/11/99	I, p. 51 : Recommendation adding party to award	..
,, ,, ..	,, ...	27/8/00	II, p. 6 : Agreement..	..
Auckland (also Wellington, Canterbury, and Otago and Southland Districts)	,, ...	24/9/03	IV, p. 323 : Award	..
Ditto	,, ...	21/11/05	VI, pp. 363, 390 : Award	..
,, ...	,, ...	18/6/09	X, p. 285 : Award *re* male operatives ..	..
,, ...	,, ...	12/6/09	X, p. 293 : Award *re* female operatives	..
,, ...	,, ...	4/8/09	X, p. 540 : Enforcement of award *re* male operatives	..

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,,	,,	2/9/09	X, p. 705: Enforcement of award *re* female operatives	..
,,	,,	4/10/09	X, p. 707: Adding parties to award	..
,, ,,	,, ,,	17/1/10 16/5/10	XI, pp. 120, 224: Enforcement of award *re* female operatives	..
,,	,,	18/3/10	XI, p. 81: Enforcement involving interpretation of award *re* female operatives	..
,,	,,	25/11/10	XI, p. 642: Interpretation of award *re* female operatives	..
,,	,,	16/2/11	XII, p. 269: Enforcement of award *re* female operatives	..
,,	,,	20/6/11	XII, pp. 437, 765: Enforcement of award *re* female operatives	..
,,	,,	25/4/11	XII, p. 504: Enforcement of award *re* male operatives	..
Northern (except Gisborne District), also Wellington, Taranaki, Canterbury, and Otago and Southland Districts	,, x	**16/7/12**	XIII, p. 458: Award *re* female operatives	..
Ditto	,, x	**16/7/12**	XIII, p. 464: Award *re* male operatives	..
,,	,,	8/10/12	XIII, p. 1020: Adding parties to award *re* female operatives	..
,,	,,	8/10/12	XIII, p. 1021: Adding parties to award *re* male operatives	..
Whole district	Brewers, Wine and Spirit Merchants, and Aerated-water Employees	31/10/07	VIII, p. 898: Award	..
,,	Ditto	18/11/07	VIII, p. 963: Adding parties to award	..
,,	,,	9/5/08	IX, p. 359: Adding parties to award	..
,,	,,	29/7/08	IX, p 478: Interpretation of award	..
Whole district except Poverty Bay	,, (*re* Aerated-water and Cordial Bottlers, Brewers of Non-intoxicating Beverages, and Condiment-manufacturers) x	**11/4/10**	XI, p. 129: Award	..
,, ,,	Brewers, &c. (*re* Breweries, Malt-houses, and Bottling-houses) x	**9/4/10**	XI, p. 135: Award	..
Auckland (20-mile radius)	Brick, Pottery, and Clay Workers	5/2/03	IV, p. 9: Award	..
Auckland and suburbs, &c.	,, ,, ,,	24/3/03	IV, p. 97: Recommendation	..

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

NORTHERN INDUSTRIAL DISTRICT—*continued*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
Auckland (20-mile radius) ..	Brick, Pottery, and Clay Workers	27/5/04	V, p. 129 : Award	..
” ” ..	” ” ”	13/5/07	VIII, p. 284 : Adding parties to award..	..
” ” ..	” ” ”	3/5/09	X, p. 162 : Award	..
Whole district except Poverty Bay	” ” ” x	3/10/11	XII, p. 597 : Award..	..
” ”	Bricklayers	31/10/07	VIII, p. 868 : Award	..
” ”	”	22/10/08	IX, p. 682 : Interpretation of award ..	..
” ”	”	21/4/09	X, p. 197 : Opinion of Court *re* providing sleeping-accommodation on country work	..
” ”	” x	10/10/10	XI, p. 463 : Award	..
” ”	” x	7/4/11	XII, p. 289 : Amendment of award ..	..
Not stated	Butchers	4/9/99	I, p. 47 : Recommendation	..
Auckland (12-mile radius) ..	”	11/2/02	III, p. 57 : Award	..
Not stated	”	12/2/06	VII, p. 46 : Agreement	..
”	”	25/6/06	VII, p. 228 : Award	..
”	”	11/5/08	IX, p. 359 : Amendment of award ..	..
Auckland (15-mile radius) ..	”	26/6/09	X, p. 312 : Award	..
” ” ..	”	23/7/09	X, p. 496 : Adding parties to award ..	..
” ” ..	”	8/10/09	X, p. 630 : Interpretation of award ..	..
” ” ..	”	12/4/10	XI, p. 175 : Interpretation of award ..	..
” ” ..	”	4/8/10	XI, pp. 362, 375 : Enforcement of award	..
” ” ..	”	27/4/11	XII, p. 486 : Enforcement of award ..	..
” ” ..	”	8/7/12	XIII, p. 982 : Enforcement of award ..	..
” ” ..	” x	23/10/12	XIII, p. 668 : Award	..
Country districts (outside 15-mile radius Auckland City), except Gisborne Judicial District	” x	8/4/11	XII, p. 185 : Award..	..
Ditto	”	11/9/11	XII, p. 746 : Enforcement of award ..	..
”	”	27/9/11	XII, p. 669 : Adding parties to award (2)	..

„	„	7/5/12	XIII, p. 450: Interpretation of award	..
„	„	7/10/12	XIII, p. 1020: Adding parties to award	..
Gisborne district	„ x	4/4/12	XIII, p. 257: Agreement	..
Auckland City and suburbs	Cabmen	9/1/02	III, p. 39: Award	..
Auckland (10-mile radius)	„	30/10/07	VIII, p. 905: Award	..
„ „	„	3/5/09	X, p. 165: Award	..
„ „	„	10/5/09	X, p. 193: Adding party to award	..
„ „	„ x	10/5/12	XIII, p. 316: Award	..
Auckland City and suburbs	Carpenters and Joiners	17/7/99	I, p. 40: Award	..
„ „	„ „	8/11/99	I, p. 51: Recommendation *re* award	..
Auckland (10-mile radius)	„ „	6/1/02	III, p. 31: Award	..
Whole district except Poverty Bay	„ „	6/7/05	VI, p. 127: Award	..
„ „ „	„ „	25/7/05	VI, p 180: *Re* amendments of award	..
„ „ „	„ „	16/6/06	VII, p. 215: Adding parties to award	..
„ „ „	„ „	31/10/07	VIII, p. 840: Award	..
„ „ „	„ „	11/5/08	IX, p. 360: Adding parties to award	..
„ „ „	„ „	4/10/09	X, p. 709: Adding parties to award	..
„ „ „	„ „	9/3/10	XI, p. 111: Enforcement of award *re* preference	..
Whole district except Gisborne Judicial District	„ „ x	8/4/11	XII, p. 232: Award	..
Ditto	„ „	27/9/11	XII, p. 667: Adding parties to award	..
„	„ „	28/9/11	XII, p. 670: Adding parties to award	..
„	„ „	14/8/11	XII, p. 745: Enforcement of award	..
Gisborne (10-mile radius)	„ „	14/3/03	IV, p. 109: Award	..
Poverty Bay district	„ „	18/7/05	VI, p. 150: Award	..
„	„ „	4/11/08	IX, p. 760: Award	..
Gisborne Judicial District	„ „ x	18/6/12	XIII, p. 357: Award	..
Kempthorne, Prosser, and Co., Westfield	Chemical-manure Workers	28/12/04	V, p. 337: Agreement	..
Ditto	„	16/5/07	VIII, p. 441: Award	..
„	„ x	7/10/10	XI, p. 489: Award	..
„	„ x	31/3/11	XII, p. 192: Amendment of award	..
Northern Steamship Company (Limited)	Chief Stewards x	24/4/12	XIII, p. 329: Agreement	..
Whole district except Poverty Bay	Coachworkers	22/3/06	VII, p. 132: Award	..

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued*.

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
NORTHERN INDUSTRIAL DISTRICT—*continued*.				
Whole district except Poverty Bay	Coachworkers	16/6/06	VII, p. 214: Adding parties to award	..
” ” ”	”	18/6/06	VII, p. 215: Adding parties to award	..
” ” ”	”	13/6/07	VIII, p. 285: Adding party to award	..
” ” ”	” x	22/4/09	X, p. 114: Award	..
” ” ”	”	10/5/09	X, p. 194: Adding party to award	..
Hikurangi Coal Company, Hikurangi Collieries (Limited), Ngunguru Coal-mines (Limited), and Kiripaki Coal Company (Limited)	Coal-miners	14/2/00	II, p. 63: Recommendation	..
Hikurangi Coal Company	”	21/4/04	V, p. 107: Agreement	..
”	”	23/10/07	VIII, p. 918: Enforcement of award	..
”	”	8/5/08	IX, p. 264: Award	6/4/11
”	”	19/4/11	XII, p. 295: Opinion of Court on case stated by Stipendiary Magistrate	..
Kiripaka Coal Company (Limited)	”	14/1/05	VI, p. 4: Agreement	19/1/11
Ngunguru Coal-mines (Limited)	”	12/1/05	VI, p. 1: Agreement	19/1/11
Northern Coal Company (Limited), Hikurangi	”	25/2/03	IV, p. 8: Agreement	..
Ditto	”	23/5/05	VI, p. 97: Award	..
”	”	26/4/06	VII, p. 188: Interpretation of award	..
”	”	6/5/08	IX, p. 257: Award	6/4/11
Northern Coal Company (Limited), Kiripaka	”	9/3/07	VIII, p. 51: Award	..
Ditto	”	26/7/09	X, p 499: Award	2/8/11
Taupiri Coal-mines (Limited)	”	29/11/99	I, p. 52: Recommendation	..
Taupiri Coal-mines (Limited) and Union Collieries (Limited)	”	28/2/03	IV, p. 99: Award	..
Taupiri Coal-mines (Limited)	”	27/3/07	VIII, p. 139: Agreement	..

Taupiri Coal-mines (Limited), Taupiri West Coal-mining Company (Limited), Union Collieries (Limited), and Taupiri South Coal-mining Company (Limited)	,,	10/5/07	VIII, p. 220: Award	9/3/11
Ditto	,,	14/6/09	X, p. 450: Interpretation of Award	..
Taupiri Coal-mines (Limited), Huntly	Coal-miners	11/4/10	XI, p. 153: Award	11/4/13
Ditto	,, x	**29/11/12**	XIII, p. 1005: Agreement	..
Union Collieries (Limited)	,, x	**3/9/10**	XI, p. 410: Agreement	5/9/13
Waro Coal Company	,,	1/3/05	VI, p. 42: Agreement	6/4/11
West Bryens and Phœnix Coal-mine	,,	29/10/01	III, p. 29: Agreement	6/4/11
Auckland City	Compositors (see also "Typographers")	2/6/00	I, p. 68: Award	..
Union Steamship Company (Limited)	Cooks and Stewards	22/5/07	VIII, p. 256: Award	..
Ditto	,, ,, x	**17/7/11**	XII, p. 421: Award	..
Employers (except Union Steamship Company) running steamers from Auckland, Onehunga, or Kaipara	,, ,,	5/11/07	VIII, p. 818: Award	..
Ditto	,, ,,	25/3/08	IX, p. 97: Interpretation of award	..
,,	,, ,,	18/12/08	IX, p. 887: Interpretation of award	..
,,	,, ,,	21/7/09	X, p. 379: Award	..
,,	,, ,,	16/3/10	XI, p. 83: Interpretation of award	..
,,	,, ,, x	**7/5/12**	XIII, p. 304: Award	..
,,	,, ,,	3/12/12	XIII, p. 1016: Interpretation of Award	..
Whole district except Gisborne	Cooks and Waiters (see also "Hotel and Restaurant Employees")	30/5/04	V, p. 132: Award	7/6/06
Auckland City	Coopers	2/11/04	V, p. 310: Recommendation	..
Auckland (10-mile radius)	,,	26/10/08	IX, p. 743: Award	..
,, ,,	,, x	**6/5/12**	XIII p, 289: Award	..
Auckland City and suburbs	Curriers	26/2/00	I, p. 56: Agreement	..

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

NORTHERN INDUSTRIAL DISTRICT—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
Auckland City and suburbs	Curriers	8/7/01	III, p. 3: Recommendation	..
”	”	1/7/04	V, p. 181: Agreement	..
” ”	”	18/7/05	VI, p. 166: Interpretation of agreement	..
Auckland (10-mile radius)	”	31/10/07	VIII, p 882: Award	..
Whole district except Poverty Bay	” x	**4/10/11**	XII, p. 591: Award	..
Auckland (10-mile radius)	Dairy Employees x	**13/10/10**	XI, p. 492: Award	..
” ”	”	10/4/11	XII, p. 289: Adding parties to award	..
” ”	”	3/10/11	XII, p. 626: Interpretation of award	..
” ”	”	16/3/11	XII, p. 483: Enforcements of award	..
” ”	” x	**6/5/12**	XIII, p. 433: Amendment of award	..
” ”	”	26/9/12	XIII, pp. 977, 978: Enforcement of award	..
Not stated	Drivers	14/4/99	I, p. 13: Recommendation	13/4/01
Auckland (10-mile radius)	”	29/3/02	III, p. 76: Award	..
” ”	”	16/9/02	III, p. 99: Interpretation of award	..
” ”	”	29/6/06	VII, p. 235: Interpretation of award	..
” ”	”	19/7/06	VII, p. 277: Award	..
” ”	”	26/10/07	VIII, p. 915: Interpretation of award	..
” ”	”	3/5/09	X, p. 153: Award	..
” ”	”	10/5/09	X, p. 193: Adding parties to award	..
” ”	”	19/7/09	X, p. 447: Adding parties to award	..
” ”	”	27/7/09	X, p. 497: Interpretation of award	..
” ”	”	4/10/09	X, p. 709: Adding parties to award	..
” ”	”	9/12/09	X, p. 853: Interpretation of award	..
” ”	”	3/11/09	X, p. 872: Enforcement of award	..
” ”	”	26/5/10	XI, p. 266: Enforcement of award	..
” ”	”	3/10/11	XII, pp. 627, 634, 742: Enforcements of award†	..
” ”	”	6/5/12	XIII, p. 516: Enforcement of award†	..
” ”	”	9/10/12	XIII, p. 1023: Interpretation of award	..

,, ,,	,,	x **18/10/12**	XIII, p. 706: Award	..
Borough of Gisborne	,,	7/10/10	XI, p. 548: Award	..
Gisborne Borough Council	,,	x **10/9/12**	XIII, p. 587: Agreement	..
Gisborne (10-mile radius)	,,	x **18/10/12**	XIII, p. 769: Award	..
,, ,,	,,	31/10/12	XIII, p. 1074: Enforcement of award	..
Thames, Paeroa, Waihi, Te Aroha, and adjoining districts	,,	23/12/04	V, p 339: Award	27/6/07
Hamilton (10-mile radius)	,,	x **11/5/09**	X, p. 175: Award	..
Auckland (20-mile radius)	,, (aerated-water carts)	x **8/4/10**	XI, p. 100: Award	..
Auckland Electric Tramways Company (Limited)	Electric Tramways	17/5/04	V, p. 104: Award	..
Ditto	,,	14/5/07	VIII, p. 288: Enforcement of award	..
,,	,,	7/6/07	VIII, p. 263: Award	..
,,	,,	2/9/07	VIII, p. 618: Interpretation of award	..
,,	,,	29/10/08	IX, p. 749: Interpretation of award	..
,,	,,	28/10/08	IX, p. 751: Enforcement of award	..
,,	,,	1/5/09	X, p. 148: Award	19/10/11
Auckland (10-mile radius)	Electrical Workers	20/10/08	IX, p. 660: Award	..
,, ,,	,,	x **7/4/11**	XII, p. 256: Award	..
,, ,,	,,	7/5/12	XIII, p. 449: Interpretation of award	..
Whole district except Poverty Bay	Engine-drivers	5/2/03	IV, p. 14: Award	..
,, ,, ,,	,,	18/5/08	IX, p. 327: Award	..
,, ,, ,,	,,	3/5/09	X, p. 197: Interpretation of award	..
,, ,, ,,	,,	8/10/09	X, p. 629: Enforcement of award	..
,, ,, ,,	,,	4/10/09	X, p. 713: Adding parties to award	..
,, ,, ,,	,,	6/4/10	XI, p. 271: Enforcement of award	..
,, ,, ,,	,,	x **27/6/12**	XIII, p. 434: Award	..
,, ,, ,,	,,	7/10/12	XIII, p. 1019: Adding parties to award	..
Devonport Ferry Company only	,, (River and Marine)	26/11/08	IX, p 773: Award	..
,, ,,	,, ,,	23/7/09	X, p. 498: Interpretation of award	..
Devonport Steam Ferry Company and Takapuna Tramways and Ferry Company	,, ,,	x **5/4/11**	XII, p. 229: Award	..

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† In Arbitration Court.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
	NORTHERN INDUSTRIAL DISTRICT—*continued.*			
Kaipara Harbour, Hokianga Harbour, and Waikato River	Engine-drivers (River and Marine)	26/11/08	IX, p. 776: Award	..
Ditto	,, ,,	10/5/09	X, p. 193: Adding party to award	..
,,	,, ,,	4/10/09	X, p. 712: Adding parties to award	..
Kaipara Harbour and all tributaries leading thereto, and Port of Hokianga	,, ,, x	3/10/11	XII, p. 609: Award	..
Whole district except Poverty Bay	Engineers	15/5/05	VI, p. 65: Award	..
,, ,, ,,	,,	15/10/06	VII, p. 487: Interpretation of award	..
,, ,, ,,	,,	31/10/07	VIII, p. 858: Award	..
,, ,, ,,	,,	12/5/08	IX, pp 361, 402: Enforcement of award	..
,, ,, ,,	,,	26/8/10	XI, pp. 454, 562: Enforcement of award	..
,, ,, ,,	,, x	19/12/10	XI, p. 757: Award	..
,, ,, ,,	,,	14/4/10	XI, p. 267: Enforcement of award	..
Ohinemuri district	,, x	6/5/12	XIII, p. 295: Award	..
Auckland (40-mile radius)	Farriers and General Blacksmiths	16/5/08	IX, p. 298: Award	..
,, ,,	,, ,,	4/11/08	IX, p. 768: Interpretation of award	..
,, ,,	,, ,, x	8/10/12	XIII, p. 591: Award	..
Whole district except Poverty Bay	Fellmongers, Tanners, and Soap-workers	26/3/06	VII, p. 126: Award	..
,, ,,	Ditto	26/3/06	VII, p. 298: Parties included in error	..
Auckland (10-mile radius)	,,	20/10/08	IX, p. 665: Award	..
,, ,,	,,	16/3/10	XI, p. 83: Interpretation of award	..
Whole district except Poverty Bay	,, x	6/5/12	XIII, p. 299: Award	..
Auckland City and suburbs	Fish-curers	23/2/03	IV, p. 56: Award	..
Auckland (30-mile radius)	,,	1/6/06	VII, p. 202: Award	..
,, ,,	,, x	25/11/08	IX, p. 778: Award	..
Not stated	Flour-mill Employees	20/9/00	II, p. 61: Recommendation	..
Auckland City	,,	19/7/01	III, p. 4: Agreement	..

,,	,,	7/10/03	IV, p. 329 : Agreement	..
,,	,,	1/6/07	VIII, p. 287 : Interpretation of agreement	..
,,	,, x	4/12/11	XII, p. 726 : Award	..
Town of Gisborne	Freezing-works (see also " Slaughtermen ")	14/7/04	V, p. 161 : Award	..
,,	Ditto	29/11/04	V, p. 339 : Amendment of award	..
,,	,,	24/8/05	VI, p. 238 : Interpretation of award	..
,,	,,	1/5/07	VIII, p. 209 : Award	..
,,	,,	26/10/07	VIII, p. 916 : Interpretation of award	..
,,	,,	30/7/10	XI, p. 350 : Award	..
,,	,,	10/10/10	XI, p. 562 : Amendment of award	..
,,	,,	31/3/11	XII, p. 267 : Adding parties to award	..
,,	,,	18/1/12	XIII, p. 279 : Enforcement of award	..
,,	,, x	**13/11/12**	XIII, p. 898 : Award	..
Auckland City and suburbs	Furniture Trades	26/7/99	I, p. 23 : Recommendation	..
,, ,,	,,	19/2/03	IV, p. 50 : Award	..
,, ,,	,,	30/5/04	V, p. 147 : Interpretation of award	..
,, ,,	,,	11/10/09	X, p. 627 : Enforcement of award	..
,, ,,	,,	21/4/10	XI, p. 267 : Enforcement of award	..
Whole district except Poverty Bay	,, x	**5/4/11**	XII, p. 203 : Award	..
,, ,,	,,	6/6/12	XIII, p. 518 : Enforcement of award	..
,, ,,	Gardeners' Employees (Nursery and Landscape) x	**5/10/11**	XII, p. 583 : Award	..
,, ,,	Ditto	11/10/12	XIII, p. 1070 : Enforcement of award	..
Auckland City	Gasworks' Stokers	24/1/02	III, p. 53 : Award	4/3/07
,,	,,	23/7/03	III, p. 54 ; Amendment of award	..
Whole district	Gold-miners	4/10/01	III, p. 15 : Award	..
,,	,,	..	III, p. 28 : Interpretation of award	..
,,	,,	–/2/02	III, p. 62 : Interpretation of award	..
Whole district except Waihi	,,	19/12/03	V, p. 1 : Recommendation	..
,, ,,	,,	24/1/09	X, p. 43 : Agreement	..
,, ,,	,, x	**14/9/12**	XIII, p. 686 : Agreement	..
Thames Drainage Board and other companies	,,	Various	XIII, pp. 1024–1029, 1103, 1104 : Concurrences in agreement	..
Waihi Mines	,,	19/12/03	V, p. 8 : Recommendation	..
,,	,,	1/5/07	VIII, p. 228 : Interpretation of agreement	..

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
	NORTHERN INDUSTRIAL DISTRICT—*continued.*			
Waihi Mines	Gold-miners	9/5/07	VIII, p. 199 : Award	11/5/11
,,	,,	2/9/07	VIII, p. 619 : Interpretation of award	
,,	,,	13/5/08	IX, p. 365 : Enforcement of award	
Auckland (10-mile radius)	Grocers' Assistants	5/2/03	IV, p. 22 : Award	
,, ,,	,,	19/7/06	VII, p. 258 : Award	
,, (20-mile radius)	,,	8/4/10	XI, p. 163 : Award	
,, ,,	,,	8/3/10	XI, p. 111 : Enforcement of award	
,, ,,	,,	11/9/11	XII, p. 583 : Interpretation of award	
,, ,,	,,	27/9/11	XII, p. 670 : Adding parties to award	
,, ,,	,,	5/10/11	XII, p. 670 : Adding parties to award	
,, ,,	,, x	**12/10/12**	XIII, p. 673 : Award	
Whole district	Gum-workers	14/7/04	V, p. 154 : Award	
,,	,,	24/10/07	VIII, p. 895 : Award	
,,	,,	21/7/09	X, p. 368 : Award	
,,	,, x	**6/5/12**	XIII, p. 268 : Award	
Auckland (10-mile radius)	Hairdressers' Assistants	22/3/06	VII, p. 116 : Award	
,, ,,	,,	18/5/08	IX, p. 305 : Award	
,, ,,	,,	24/10/08	IX, p. 753 : Amendment of award	
,, ,,	,,	22/4/09	X, p. 448 : Enforcement of award	
,, ,,	,,	15/6/10	XI, p. 302 : Interpretation of award	
,, ,,	,, x	**7/10/10**	XI, p. 498 : Award	
,, ,,	,,	7/4/10	XI, p. 268 : Enforcement of award	
,, ,,	,,	22/8/12	XIII, p. 978 : Enforcement of award	
Auckland City and suburbs	Hotel and Restaurant Employees x (see also "Cooks and Waiters")	22/10/08	IX, p. 895 : Agreement	
Auckland (10-mile radius)	Hotel Employees x	**8/10/10**	XI, p. 513 : Award	
,, ,,	,,	11/5/11	XII, pp. 372, 492 : Enforcement of award†	
,, ,,	,,	3/10/11	XII, pp. 631, 743 : Enforcement of award†	

” ” ..	”	12/10/11	XII, p. 741 : Enforcement of award ..	..
” ” ..	”	12/9/12	XIII, p. 979 : Enforcement of award ..	..
Town of Rotorua	”	21/10/09	X, p. 762 : Agreement	..
”	” x	**23/3/12**	XIII, p. 353 : Agreement	..
Borough of Gisborne and Counties of Cook, Waikohu, and Waiapu	” x	**21/6/11**	XII, p. 415 : Agreement	..
Whole district except Auckland City and Gisborne (10-mile radius)	” x	**8/5/12**	XIII, p. 320 : Award	..
Ditto	”	18/10/12	XIII, p. 1018 : Adding parties to award	..
Waiwera Hotel Company (Limited)	” x	**27/11/12**	XIII p. 1015 : Supplementary agreement to award dated 8/5/12	..
Auckland (10-mile radius) ..	Restaurant, Tea-room, and Oyster-saloon Employees	26/7/09	X, p. 490 : Award	..
” ” ..	Ditto	4/10/09	X, p. 713 : Adding parties to award ..	..
” ” ..	”	13/10/10	XI, pp. 638, 649 : Enforcement of award	..
” ” ..	”	5/4/10	XI, p. 105 : Adding parties to award ..	..
” ” ..	”	9/3/10	XI, p. 109 : Enforcement of award ..	..
” ” ..	” x	**4/10/11**	XII, p. 636 : Award	..
Town of Rotorua	Tourist Accommodation and Boardinghouse Employees	11/4/10	XI, p. 149 : Award	..
”	Ditto	14/10/10	XI, p. 564 : Adding parties to award ..	..
”	” x	**25/10/12**	XIII, p. 888 : Award	..
Whole district except Gisborne..	Iron and Brass Moulders ..	11/6/02	III, p. 84 : Award	..
” ” ..	” ” ..	15/5/05	VI, p. 72 : Award	..
” ” ..	” ” ..	30/10/07	VIII, p. 909 : Award	..
” ” ..	” ” ..	11/4/10	XI, p. 296 : Award	..
” ” ..	” ” ..	10/10/10	XI, p. 555 : Amendment of award ..	..
Whole district	” ” ..x	**2/12/12**	XIII, p, 893 : Award	..
Auckland (10-mile radius) ..	Labourers (Builders' and Contractors')	14/2/03	IV, p. 27 : Award	..
” ” ..	Ditto	1/6/06	VII, p. 205 : Award..	..
” ” ..	”	28/10/07	VIII p. 924 : Adding parties to award	..
” ” ..	Labourers (Builders')	27/7/09	X, p. 462 : Award	2/11/11

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† In Arbitration Court.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
	NORTHERN INDUSTRIAL DISTRICT—*continued.*			
Auckland (10-mile radius) ..	Labourers (Contractors') ..	27/7/09	X, p. 473 : Award	2/11/11
,, ,, ..	,, ,, ..	4/10/09	X, p. 710 : Adding parties to award ..	..
,, ,, ..	,, ,, ..	6/10/10	XI, p. 477 : Adding parties to award ..	..
,, ,, ..	,, employed by coal, lime, sand, or cement merchants, and stonemasons	11/4/10	XI, p. 141 : Award	18/4/12
Whole district except Poverty Bay	,, (Engineers', Boilermakers', &c.) x	**11/10/10**	XI, p. 481 : Award	17/10/13
,, ,,	,, (Ironfounders') ..	27/7/09	X, p. 478 : Award	2/11/11
,, ,,	,, ,, ..	4/10/09	X, p. 711 : Adding parties to award ..	..
,, ,,	,, ,, ..	30/6/11	XII, p. 414 : Interpretation of award ..	..
Auckland (10-mile radius) ..	,, employed by local bodies	27/7/09	X, p. 482 : Award	2/11/11
,, ,, ..	,, Ditto	4/10/09	X, p. 711 : Adding parties to award ..	..
,, ,, ..	Labourers, Quarry and Scoria-pit (see also " Quarry and Scoria-pit Employees ")	27/7/09	X, p. 486 : Award	2/11/11
Poverty Bay district	Labourers (Builders', Contractors', and General) x	**28/6/12**	XIII, p. 443 : Award	..
,, ...	Ditto	29/10/12	XIII, p. 1116 : Adding parties to award	..
Gisborne Borough Council ..	,, ... x	**17/9/12**	XIII, p. 588 : Agreement	..
Langland and Co. (Limited) ..	,, ... x	**1/10/12**	XIII, p. 635 : Agreement	..
Auckland City and suburbs ..	Letterpress Machinists ..	20/6/06	VII, p. 192 : Award..	..
,, (10-mile radius) ..	,, ..	4/11/08	IX, p. 755 : Award	..
,, ,, ..	,,	25/6/10 13/10/10	XI, pp. 363, 635, 649 : Enforcement of award	..
,, ,, ..	,, ...	9/5/12	XIII, p. 309 : Award	..
,, (12-mile radius) ..	Lithographers	21/7/09	X, p. 371 : Award	..
,, ,, .	,, ...	7/4/10	XI, p. 251 : Adding parties to award ..	..

Whole district except Poverty Bay	”	7/10/10	XI, p. 505 : Award	..
Northern (also Wellington, Canterbury, and Otago and Southland Districts)	Lithographic and Letterpress Printers' Machinists x	**25/10/12**	XIII, p. 788 : Award	..
Northern Steamship Company	Merchant Service (Ships' Officers)	15/4/10	XI, p. 181 : Agreement	..
” ”	” ” x	**22/12/11**	XII, p. 965 : Award	..
Auckland City (15-mile radius)	Musicians x	**8/10/12**	XIII, p. 630 : Award	..
Auckland City and suburbs	Painters	21/9/98	I, p. 8 : Recommendation	30/9/00
” ”	”	27/2/01	II, p. 66 : Recommendation	..
Auckland (10-mile radius)	”	14/7/04	V, p. 166 : Award	..
” ”	”	24/10/05	VI, p. 305 : Adding parties to award	..
” ”	”	16/6/06	VII, p. 216 : Adding parties to award	..
” ”	”	23/8/06	VII, p. 320 : Interpretation of award	..
” ”	”	13/5/07	VIII, p. 285 : Adding parties to award	..
Whole district except Poverty Bay	”	24/10/08	IX, p. 674 : Award	..
” ”	”	15/6/10	XI, p. 302 : Interpretation of award	..
” ”	”	8/4/11	XII, p. 374 : Enforcement of award†	..
” ”	” x	**4/10/11**	XII, p. 611 : Award	..
” ”	”	4/10/11	XII, p. 628 : Enforcement of award†	..
” ”	”	1/2/12	XIII, p. 16 : Amendment of award	..
” ”	”	13/12/12	XIII, p. 1083 : Enforcement of award	..
Poverty Bay	”	18/7/05	VI, p. 158 : Award	7/8/08
”	”	8/5/06	VII, p. 186 : Amendment of award	..
”	”	8/4/07	VIII, p. 230 : Enforcement of award *re* position of manager	..
”	”	8/4/07	VIII, p. 231 : Enforcement of award	..
”	” x	**15/5/09**	X, p. 186 : Award	..
Hamilton (6-mile radius)	” x	**30/4/08**	IX, p. 244 : Award	..
Riverhead Paper-mills	Paper-mill Workers	16/1/02	III, p. 51 : Award	20/1/05
Whole district except Gisborne Judicial District	Photo-engravers x	**7/10/12**	XIII, p. 625 : Award	..
Whole district except Poverty Bay	Plasterers	18/5/08	IX, p. 313 : Award	..
” ”	”	4/10/09	X, p. 637 : Enforcement of award	..
Whole district except Gisborne Judicial District	” x	**11/10/12**	XIII, p. 697 : Award	..

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† In Arbitration Court.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
	NORTHERN INDUSTRIAL DISTRICT—*continued.*			
Auckland City and suburbs ..	Plumbers	21/1/99	I, p. 11 : Recommendation	..
Auckland (10-mile radius) ..	"	13/1/02	III, p. 42 : Award	..
" " ..	"	26/5/05	VI, p. 91 : Award	..
" " ..	"	26/5/08	IX, p. 352 : Award	..
" " ..	"	1/12/09	X, p. 873 : Enforcement of award ..	..
" " ..	" x	15/10/10	XI, p. 521 : Award	..
" " ..	" x	28/10/10	XI, p. 531 : Amendment of award ..	..
" " ..	"	9/2/11	XII, p. 272 : Enforcements of award ..	..
" " ..	"	27/9/11	XII, p. 671 : Adding parties to award ..	..
" " ..	"	1/6/11	XII, pp. 369, 738 : Enforcement of award†	..
" " ..	"	16/5/12	XIII, p. 517 : Enforcement of award ..	..
Whole district (outside 10-mile radius of Auckland City)	" x	7/4/11	XII, p. 248 : Award..	..
Ditto	"	27/9/11	XII, p. 672 : Adding parties to award..	..
"	"	7/10/12	XIII, p. 1017 : Adding parties to award	..
Auckland (10-mile radius) ..	Quarry and Scoria-pit Employees (see also "Labourers," *re* quarry-owners)	1/6/06	VII, p. 197 : Award..	4/6/09
Auckland City and suburbs ..	Rattan and Wicker Workers ..	22/3/06	VII, p. 122 : Award	..
" " ..	" " ..x	25/11/08	IX, p. 782 : Award	..
	Restaurant Employees (see "Hotel and Restaurant Employees").			
Auckland City and suburbs ..	Saddlers, Harnessmakers, Collar-makers, and Bridle-cutters	2/6/00	I, p. 63 : Award	..
Whole district	Ditto	4/7/00	II, p. 2 : Recommendation and agreement to award	..

,,	,,	16/10/00	II, p. 61: Recommendation and agreement to award	..
,,	,,	18/12/02	III, p. 99: Award	..
,,	,,	18/2/03	IV, p. 116: Adding parties to award	..
,,	,,	–/3/03	IV, p. 126: Amendment of award	..
,,	,,	28/7/06	VII, p. 268: Award	..
,,	,,	..	VIII, p. 294: Enforcement of award	..
,,	,, x	11/10/10	XI, p. 531: Award	..
Auckland City	Sail, Tent, and Cover Makers	14/2/03	IV, p. 32: Award	..
Not stated	,, ,, ,, x	28/9/11	XII, p. 622: Award	..
,,	Seamen	24/1/98	I, p. 6: Award	28/2/99
Whole district	,,	30/6/02	III, p. 90: Award	..
,,	,,	3/3/03	IV, p. 118: Interpretation of award	..
,,	,,	23/3/06	VII, p. 106: Award	..
,,	,,	4/4/08	IX, p. 177: Award	20/6/12
,,	,,	18/12/08	IX, pp. 887, 888: Interpretations of award	..
,,	,,	8/4/11	XII, pp. 294, 373: Interpretations of award	..
Gisborne Judicial District	Shearers and Woolshed Employees x	5/4/11	XII, p. 212: Award	..
Devonport Steam Ferry Company (Limited)	Shipmasters	28/4/09	X, p. 122: Award	..
Ditto	,, x	29/5/12	XIII, p. 351: Agreement	..
Whole district except Northern Steamship Company	,, x	29/4/09	X, p. 128: Award	..
Ditto	,,	4/10/09	X, p. 853: Enforcement of award	..
Northern Steamship Company	,, x	11/6/12	XIII, p. 366: Agreement	..
Not stated	Shipwrights (see also "Ship, Yacht, and Boat Builders")	16/10/01	III, p. 28: Recommendation	11/8/04
Whole district except Gisborne	Ship, Yacht, and Boat Builders	23/7/06	VII, p. 285: Award	..
,, ,,	,, ,, ,,	1/6/07	VIII, p. 287: Interpretation of award	..
,, ,,	,, ,, ,,	3/5/09	X, p. 135: Award	..
Not stated	,, ,, ,, x	4/10/11	XII, p. 601: Award	..

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† In Arbitration Court.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
NORTHERN INDUSTRIAL DISTRICT—*continued.*				
Auckland City and suburbs (firms mentioned except Auckland Farmers' Freezing Company engaged slaughtering for export)	Slaughtermen	16/5/07	VIII, p. 271 : Award	16/1/13
Auckland City and suburbs (firms engaged slaughtering for local consumption)	,,	30/7/07	VIII, p. 443 : Recommendations of Special Board	16/1/13
Ditto	,,	..	IX, p. 669 : Enforcement of agreement	..
Nelson Bros., Gisborne	,,	26/9/10	XI, p. 478 : Agreement	1/2/13
Auckland Farmers' Freezing Company	,,	x 11/10/10	XI, p. 509 : Award	1/10/13
Gisborne Sheep-farmers' Frozen Meat Company	,,	26/9/10	XI, p. 564 : Agreement	1/2/13
Tokomaru Sheep-farmers' Freezing Company	,,	8/4/11	XII, p. 297 : Agreement	16/1/13
Whole district except Poverty Bay	Stonemasons	25/10/07	VIII, p. 826 : Award	..
,, ,,	,,	x 8/10/10	XI, p. 541 : Award	..
Colonial Sugar-refining Company, Chelsea	Sugar-workers	23/12/02	III, p. 109 : Award	15/6/11
Ditto	,,	23/5/06	VII, p. 233 : Agreement	15/6/11
Auckland City	Tailoresses (factories)	23/11/97	I, p. 2 : Recommendation	30/11/98
,,	,, ,,	13/5/99	I, p. 16 : Agreement	1/5/00
,,	,, ,,	7/4/00	II, p. 1 : Agreement (supplementary)	..
,,	,, ,,	†25/3/02	III, p. 62 : Agreement	..
Auckland (also Wellington, Canterbury, and Otago Districts)	,, ,,	†22/12/02	III, p. 104 : Award	..
Ditto	,, ,,	9/5/03	IV, p. 175 : Award (supplementary)	..
Auckland City	,, ,,	29/4/04	V, p. 110 : Agreement	..

Auckland and Thames (also Wellington, Canterbury, and Otago and Southland Districts)	" " x	5/4/10	XI, p. 356: Extending award (Vol. x, p. 243) to Auckland District, with modifications	..
Ditto	" "	15/12/10	XI, pp. 766, 786: Enforcement of award involving interpretation	..
"	" "	30/6/11	XII, p. 439: Order of Court *re* Schedule "B" of award	..
"	" "	18/11/11	XII, p. 963: Interpretation of award *re* Schedule "B"	..
"	" "	10/11/11	XII, p. 974: Enforcement of award	..
Northern District (also Wellington, Canterbury, and Otago and Southland)	Tailoresses (Factories) (Cutters and Trimmers) x	1/3/10	XI, p. 9: Award	..
Ditto	Ditto	5/4/10	XI, p. 174: Adding parties to award	..
Auckland City	Tailoresses (Shops)	5/9/00	II, p. 21: Recommendation and agreement	..
Whole district	" "	5/3/03	IV, p. 129: Award	..
"	" "	11/4/03	IV, p. 129: Amendment of award	..
"	" "	16/10/06	VII, p. 468: Award	..
"	" "	21/3/07	VIII, p. 56: Interpretation of award	..
"	" "	16/3/09	XI, p. 173: Agreement under award	..
"	" "	14/4/10	XI, pp. 175, 270: Enforcement of award *re* chart orders and factory-made suits	..
"	" "	18/5/11	XII, p. 490: Enforcement of award	..
Whole district except Poverty Bay	" " x	4/10/11	XII, p. 769: Award	..
Auckland City	Tailors	5/9/00	II, p. 21: Recommendation and agreement	..
Whole district	"	5/3/03	IV, p. 129: Award	..
"	"	11/4/03	IV, p. 129: Amendment of award	..
"	"	15/12/06	VII, p. 673: Interpretation of award	..
"	"	1/5/07	VIII, p. 229: Enforcement of award *re* bespoke work	..
"	"	13/5/07	VIII, p. 286: Adding parties to award	..
"	"	23/10/07	VIII, p. 916: Enforcement of award	..

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† Otago, Canterbury, and Wellington award extended to Auckland, notwithstanding agreement made on 25/3/02.

Accepted Recommendations, Agreements, Awards, Interpretations, etc.—*continued.*

NORTHERN INDUSTRIAL DISTRICT—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
Whole district	Tailors	27/7/09	X, p. 391 : Award	..
Whole district except Poverty Bay	”	9/10/09	X, p. 714 : Amendment of award ..	..
” ”	” x	**5/10/11**	XII, p. 676 : Award	..
” ”	”	7/10/12	XIII, p. 1018 : Adding parties to award	..
Poverty Bay	” x	**16/10/06**	VII, p. 421 : Award †	..
”	”	19/10/11	XII, pp. 673, 753 : Enforcement of award	..
”	”	19/6/12 29/8/12	XIII, pp. 454 and 984 : Enforcement of award‡	..
Ports and Harbours of Auckland and Onehunga	Tallymen x	**15/10/12**	XIII, p. 682 : Award	..
Auckland City	Tanners (see also “ Fellmongers, Tanners, &c.”)	5/12/00	II, p. 62 : Recommendation	..
Whole district except Poverty Bay	Timber-workers	29/3/02	III, p. 70 : Award	..
” ”	”	19/1/03	IV, p. 2 : Order of Court *re* award ..	..
” ”	”	15/8/04	V, p. 224 : Agreement	..
” ”	”	26/4/06	VII, p. 187 : Interpretation of agreement	..
” ”	”	1/6/07	VIII, p. 286 : Interpretation of agreement	..
Whole district	”	10/10/07	VIII, p. 686 : Award	..
”	”	28/10/07	VIII, p. 922 : Adding parties to award ..	..
”	”	2/7/08	IX, p. 452 : Interpretation of award ..	..
”	”	22/4/09	X, pp. 448, 449 : Enforcements of award	..
Whole district except Gisborne Judicial District	” x	**6/4/11**	XII, p. 193 : Award..	..
Ditto	”	6/7/11	XII, pp. 481, 739 : Enforcement of award ‡	..
”	”	30/6/11	XII, p. 739 : Enforcement of award ..	..
”	”	15/10/12	XIII, p. 1073 : Enforcement of award..	..
”	”	15/10/12	XIII, p. 1074 : Enforcement of award..	..
”	”	1/3/12	XIII, p. 278 : Enforcement of award ..	..

„	„	11/6/12	XIII, p. 515: Enforcement of award ..	..
„	„	9/7/12	XIII, p. 528: Enforcement of award ..	..
„	„	8/7/12	XIII, p. 982: Enforcement of award ..	..
Auckland (10-mile radius) ..	Tinsmiths and Sheet-metal Workers	28/5/08	IX, p. 283: Award	..
„ „ ..	Ditto	3/10/11	XII, pp. 635, 743: Enforcement of award‡	..
Whole district except Gisborne Judicial District	„ x	9/5/12	XIII, p. 260: Award	..
Gisborne Judicial District ..	„ x	17/6/12	XIII, p. 451: Extending operation of award	..
„ ..	„	5/8/12	XIII, p. 983: Enforcement of award ..	..
Auckland City and suburbs ..	Typographers (see also "Compositors")	19/2/03	IV, p. 36: Award	..
„ (10-mile radius) ..	Ditto	28/5/08	IX, p. 336: Award	..
„ „ ..	„	6/4/11	XII, pp. 371, 491: Enforcement of award‡	..
Borough of Gisborne	„	8/7/08	IX, p. 900: Agreement	..
Hamilton, Cambridge, Te Aroha, Raglan	„	25/7/06	VII, p. 292: Award	1/8/08
Dominion of New Zealand ..	„ x	31/10/12	XIII, p. 721: Award	..
Port of Auckland	Waterside Workers	11/6/07	VIII, p. 277: Award	..
„	„	18/10/07	VIII, p. 920: Adding parties to award	..
„	„	2/9/07	VIII, p. 619: Interpretation of award ..	..
„	„	26/10/07	VIII, p. 915: Interpretation of award ..	..
„	„	13/2/08	IX, p. 40: Interpretation of award ..	..
„	„	2/3/08	IX, p. 73: Ruling by Chairman of Board *re* places for engagement of labour	..
„	„	11/5/08	IX, p. 367: Adding parties to award, with modifications	..
„	„ . ..	12/5/08	IX, p. 363: Enforcement of award ..	..
„	„	10/10/08	IX, p. 657: Enforcement of award ..	..
„	„	10/10/08	IX, p. 658: Enforcement of award ..	..
„	„	23/7/09	X, p. 496: Enforcement of award ..	..

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† Formerly applied to whole district.

‡ In Arbitration Court.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued*.

NORTHERN INDUSTRIAL DISTRICT—*continued*.

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
Port of Auckland	Waterside Workers	8/10/09	X, p. 619: Award	23/5/12
"	"	12/8/10	XI, p. 640: Ruling by Conciliation Commissioner *re* wages and places for engagement of labour	..
"	"	17/11/10	XI, p. 650: Enforcement of award	..
"	"	12/4/11	XII, pp. 267, 491: Enforcement of award†	..
"	"	24/2/11	XII, p. 273: Enforcement of award	..
"	"	30/6/11	XII, p. 413: Interpretation of award	..
"	"	11/9/11	XII, p. 582: Interpretation of award	..
"	"	3/10/11	XII, pp. 634, 635: Interpretation of award	..
"	"	31/10/11	XII, p. 668: Ruling by Conciliation Commissioner *re* place for engagement of labour	..
Port of Gisborne	Wharf Labourers (see also "Waterside Workers")	14/9/04	V, p. 157: Award	27/6/07
"	Ditto	11/7/05	VI, p. 167: Interpretation of award	..
"	"	17/10/05	VI, p. 289: Interpretation of award	..
"	Waterside Workers	28/5/08	IX, p. 290: Award	..
"	"	12/12/11	XII, pp. 964, 972: Enforcement of award	..
"	"	19/6/12	XIII, p. 458: Enforcement of award †	..
"	"	**14/9/12**	XIII, p. 579: Agreement	..

TARANAKI INDUSTRIAL DISTRICT.

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
Town of New Plymouth	Bootmakers	18/7/99	I, p. 77: Award	1/9/00
" "	"	17/4/03	IV, p. 160: Award	..
New Plymouth (also Northern, Wellington, Canterbury, and Otago and Southland Districts)	"	18/4/04	V, p. 67: Extending award (Vol. iv, p. 323) to Taranaki	..

Ditto	,,	24/7/06	VII, p. 236: Extending award (Vol. vi, p. 390) to Taranaki	..
,,	,,	28/10/10	XI, p. 593: Extending award (Vol. x, p. 285) to Taranaki	..
,,	,,	31/3/11	XII, p. 296: Extending award (Vol. x, p. 293) to Taranaki	..
,,	,,	20/6/11	XII, pp. 437, 765: Enforcement of award *re* female operatives	..
,,	,,	16/2/11	XII, p. 269: Enforcement of award *re* female operatives	..
,,	,,	25/4/11	XII, p, 504: Enforcement of award *re* male operatives	..
Taranaki, also Northern (except Gisborne District), Wellington, Canterbury, and Otago and Southland Districts	,, x	**16/7/12**	XIII, **p.** 458: Award *re* female operatives	..
Ditto	,, x	**16/7/12**	XIII, **p.** 464: Award *re* male operatives	..
,,	,,	3/10/12	XIII, p. 845: Adding party to award *re* female operatives	..
,,	,,	3/10/12	XIII, **p.** 845: Adding party to award *re* male operatives	..
Whole district	Carpenters	18/4/03	IV, p. 152: Award	13/7/05
,,	,, x	**4/11/12**	XIII, **p.** 831: Award	..
,,	Creameries, Butter and Cheese Factories	13/8/07	VIII, p. 452: Agreement	..
,,	Ditto	16/1/08	IX, p. 1: Amendment of agreement	..
,,	,,	6/10/09	X, p. 585: Award	11/10/11
Waitara Freezing-works	Freezing-works Employees	13/12/07	VIII, p. 967: Agreement	..
,,	,, x	**3/3/11**	XIII, **p.** 346: Agreement	..
..	Labourers, Builders' and General (see also "Freezing-works").			
New Plymouth Borough Council	Ditto x	**27/9/12**	XIII, p. 610: Agreement	..
New Plymouth (10-mile radius)	,, x	**4/10/12**	XIII, **p.** 839: Award	..
Whole district	Letterpress, Lithographers, and Machinists x	**2/6/02**	III, p. 390: Award	..
,,	Ditto	17/4/03	IV, p. 257: Interpretations of award (2)	..

† In Arbitration Court.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
	TARANAKI INDUSTRIAL DISTRICT—*continued.*			
Town and suburbs of New Plymouth	Painters	18/4/03	IV, p. 147 : Award	9/5/07
Whole district	„ and Decorators .. x	13/3/12	XIII, p. 160 : Award	..
„	Plumbers, Gasfitters, Tinplate and Sheet-metal Workers x	23/12/12	XIII, p. 1105 : Accepted recommendation of Conciliation Council	..
All freezing-works in district ..	Slaughtermen	23/7/09	X, p. 385 : Award	16/1/13
Whole district	Tailors and Tailoresses (Shops) x	13/3/12	XIII, p. 105 : Award	..
Dominion of New Zealand ..	Typographers x	31/10/12	XIII, p. 721 : Award	..
	WELLINGTON INDUSTRIAL DISTRICT.			
Wellington (10-mile radius) ..	Aerated-water Workers ..	21/6/07	VIII, p. 301 : Award	1/7/09
Wellington City and suburbs ..	Bakers	3/2/98	I, p. 96 : Award	24/11/99
„ „ ..	„	14/10/98	I, p. 104 : Adding parties to award ..	..
„ „ ..	„	27/2/00	I, p. 150 : Partly accepted recommendation	..
Wellington City and suburbs (including Lower Hutt, Johnsonville, and Porirua)	„	30/7/00	II, p. 94 : Award	..
Whole district	„	26/3/04	V, p. 73 : Award	..
„	„	10/5/04	V, p. 115 : Interpretation of award ..	..
„	„	–/11/04	V, p. 346 : Adding parties to award ..	..
„	„	24/10/05	VI, p. 292 : Adding parties to award ..	..
„	„	26/9/06	VII, p. 498 : Interpretation of award ..	..
„	„	30/10/06	VII, p. 531 : Interpretation of award ..	..
„	„	2/9/07	VIII, p. 631 : Opinion of Court *re* baker employing no hands	..
„	„	26/10/07	VIII, p. 925 : Interpretation of award ..	..
„	„	28/5/08	IX, p. 270 : Award	..
„	„	27/5/09	X, pp. 454, 455 : Enforcement of award	..

,,	,,	5/8/09	X, p. 523 : Enforcement of award	..
,,	,,	8/10/09	X, p. 631 : Interpretation of award	..
,,	,,	16/12/09	X, p. 883 : Enforcement of award	..
,,	,,	1/2/10	XI, pp. 97, 118 : Enforcement of award *re* employing hands between 10 p.m. and midnight	..
,,	,,	21/4/11	XII, pp. 377, 493 : Enforcement of award	..
,,	,,	3/8/11	XII, p. 756 : Enforcement of award	..
,,	,, (Pastrycooks)	9/6/09	X, p. 267 : Award	..
,,	,, ,,	19/7/09	X, p. 451 : Adding parties to award	..
,,	,, ,,	1/11/09	X, p. 731 : Adding parties to award	..
,,	,, ,,	21/4/11	XII, pp. 377, 493 : Enforcement of award	..
,,	,, ,,	6/6/12	XIII, p. 523 : Enforcement of award	..
,,	,, ,,	16/7/12	XIII, pp. 535, 549 : Enforcement of award	..
,,	,, ,, x	25/10/12	XIII, p. 757 : Award	..
Wellington City (20-mile radius)	Boilermakers x	12/9/11	XII, p. 509 : Award	..
Other parts of district outside Wellington City (20-mile radius)	,, x	3/4/12	XIII, p. 97 : Award	..
Whole district	Bookbinders and Paper-rulers	22/7/02	III, p. 346 : Award	..
,,	,, ,,	29/4/04	V, p. 112 : Award	..
,,	,, ,,	19/12/06	VII, p. 701 : Award	..
,,	,, ,, x	8/10/08	IX, p. 620 : Award	..
,,	,, ,,	21/9/10	XI, p. 451 : Adding party to award	..
Wellington (also Christchurch and Dunedin)	Bootmakers	9/9/98	I, pp. 105, 369 : Award	1/9/00
Ditto	,,	7–31/8/99	I, p. 139 : Agreement, in terms of award	1/9/00
Wellington (also Auckland, Canterbury, and Otago and Southland Districts)	,,	24/9/03	IV, p. 323 : Award	..
Ditto	,,	21/11/05	VI, pp. 380, 390 : Award	..
,,	,,	18/6/09	X, p. 285 : Award *re* male operatives	..
..	,,	12/6/09	X, p. 293 : Award *re* female operatives	..

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
WELLINGTON INDUSTRIAL DISTRICT—*continued.*				
Wellington (also Auckland, Canterbury, and Otago and Southland Districts)	Bootmakers	2/9/09	X, p. 705: Enforcement of award *re* female operatives	..
Ditto	„	5/11/09	X, p. 732: Adding parties to awards *re* male and female operatives	..
„	„	17/1/10 16/5/10	XI, pp. 120, 224: Enforcement of award *re* female operatives	..
„	„	18/3/10	XI, p. 81: Enforcement involving interpretation of award *re* female operatives	..
„	„	21/9/10	XI, p. 576: Adding party to awards *re* male and female operatives	..
„	„	25/11/10	XI, p. 642: Interpretation of award *re* female operatives	..
„	„	16/2/11	XII, p. 269: Enforcement of award *re* female operatives	..
„	„	20/6/11	XII, pp. 437, 765: Enforcement of award *re* female operatives	..
„	„	25/4/11	XII, p. 504: Enforcement of award *re* male operatives	..
Wellington, also Northern (except Gisborne District), Taranaki, Canterbury, and Otago and Southland Districts	„ .. .. ..**x**	**16/7/12**	XIII, p. 458: Award *re* female operatives	..
Ditto	„ .. .. ..**x**	**16/7/12**	XIII, p. 464: Award *re* male operatives	..
„	„	12/9/12	XIII, p. 645: Adding parties to award *re* male operatives	..
„	„	12/9/12	XIII, p. 646: Adding parties to award *re* female operatives	..
Wellington City and suburbs ..	Brick, Tile, Drain, and Pottery Makers	19/5/02	III, p. 293: Award	4/6/09
„ „ ..	Bricklayers	6/9/06	VII, p. 488: Award..	..
„ „ ..	„	21/3/07	VIII, p. 69: Interpretation of award ..	..

,, ,,	,,	..	VIII, p. 354: Enforcement of award	..
Wellington (25-mile radius)	,, x	24/11/09	X, p. 745: Award	..
Hawke's Bay Provincial District except Woodville	,, x	22/11/09	X, p. 738: Award	..
Wellington City and suburbs	Butchers	30/7/00	II, p. 100: Award	..
Wellington (15-mile radius)	,,	25/5/05	VI, p. 84: Award	..
,, ,,	,,	21/3/07	VIII, p. 70 or 173: Interpretation of award	..
,, ,,	,, x	16/9/12	XIII, p. 553: Award	..
Whole district outside 15-mile radius of Wanganui Post-office†	,, x	17/12/07	VIII, p. 1028: Award	..
Ditto	,,	16/6/08	IX, p. 405: Interpretation of award	..
,,	,,	26/8/08	IX, p. 612: Adding parties to award	..
,,	,,	14/6/09	X, p. 441: Interpretation of award	..
,,	,,	6/10/09	X, p. 641: Enforcement of award	..
,,	,,	8/12/09	X, p. 859: Enforcement of award	..
,,	,,	6/4/11	XII, p. 497: Enforcement of award	..
Wanganui	,,	23/11/03	IV, p. 366: Award	..
,, (15-mile radius)	,,	28/11/06	VII, p. 705: Award	..
,, ,,	,,	7/12/06	VII, p. 717: Adding parties to award	..
,, ,,	,,	18/6/09	X, p. 281: Award	..
,, ,,	,,	14/3/11	XII, p. 495: Enforcement of award	..
,, ,,	,, x	18/9/11	XII, p. 515: Award	..
Whole district	Butter, Creamery, and Cheese Factories	30/4/09	X, p. 142: Award	..
Whole district except Wellington City	Ditto x	6/10/10	XI, p. 568: Award	..
Ditto	,, x	24/11/10	XI, p. 629: Amendment of award	..
Wellington City and suburbs	Carpenters	17/2/98	I, p. 94: Award	31/12/99
,, ,,	,,	10/7/99	I, p. 116: Award adding parties	31/12/99
,, ,,	,,	3/8/00	II, p. 105: Award	..
Wellington (25-mile radius)	,,	17/1/03	IV, p. 60: Award	..
,, ,,	,,	14/11/06	VII, p. 678: Award	..
,, ,,	,,	15/2/07	VIII, p. 24: Exempting party from award	..

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† Wellington City (15-mile radius) excluded by subsequent award.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
WELLINGTON INDUSTRIAL DISTRICT—*continued.*				
Wellington (25-mile radius)	Carpenters	10/5/07	VIII, p. 233 : Adding parties to award	..
” ”	”	11/11/07	VIII, p. 934 : Adding parties to award	..
” ”	”	23/3/08	IX, p. 222 : Adding parties to award	..
” ”	”	21/5/07	IX, p. 836 : Adding parties to award	..
” ”	”	27/8/08	IX, p. 618 : Enforcement of award	..
” ”	”	19/3/09	X, p. 86 : Interpretation of award	..
” ”	”	(No date)	X, p. 105 : Enforcement of award involving interpretation	..
” ”	”	15/3/09	X, p. 106 : Enforcement of award	..
” ”	”	16/3/09	X, p. 221 : Enforcement of award	..
” ”	”	25/6/09	X, p. 298 : Award	..
” ”	”	14/3/10	XI, p. 58 : Adding parties to award	..
” ”	”	12/4/10	XI, p. 186 : Interpretation of award	..
” ”	”	13/12/10	XI, p. 785 : Enforcement of award	..
” ”	”	9/3/11	XII, p. 100 : Interpretation of award	..
” ”	”	16/2/11	XII, p. 281 : Enforcement of award	..
” ”	” x	1/7/11	XII, p. 386 : Award	..
” ”	”	4/9/11	XII, p. 506 : Adding parties to award	..
” ”	”	25/7/11	XII, p. 757 : Enforcement of award	..
” ”	”	5/12/11	XII, pp. 958, 973 : Enforcement of award†	..
” ”	”	8/12/11	XII, pp. 960, 973 : Enforcement of award involving interpretation†	..
” ”	”	7/11/11	XII, p. 758 : Enforcement of award	..
” ”	”	2/7/12	XIII, p. 578 : Adding parties to award	..
” ”	”	19/11/12	XIII, pp. 1003, 1077 : Enforcement of award	..
” ”	”	13/2/12	XIII, p. 283 : Enforcement of award	..
” ”	”	18/4/12	XIII p. 522 : Enforcement of award	..

Country districts outside 25-mile radius of Wellington	,,	17/1/03	IV, p. 70 : Award	..
Ditto	,,	20/6/03	IV, p. 261 : Amendment of award	..
,,	,,	29/3/09	X, pp. 213, 450 : Interpretation of award	..
,,	,,	14/3/10	XI, p. 57 : Adding parties to award	..
Wanganui and Rangitikei Districts	,, x	2/4/12	XIII, p. 88 : Award	..
Country districts south of Rangitikei River and outside Wellington City (25-mile radius) and outside Hawke's Bay District	,, x	4/4/12	XIII, p. 238 : Award	..
Hawke's Bay Provincial District	,,	21/12/05	VI, p. 373 : Award	..
,, ,,	,,	1/2/06	VI, p. 423, and VII, p. 41 : Amendment of award	..
,, ,,	,,	19/2/07	VIII, p. 24 : Interpretation of award	..
,, ,,	,,	4/10/09	X, p. 571 : Award	..
,, ,,	,,	14/12/09	X, p. 863 : Enforcement of award	..
,, ,,	,,	14/5/10	XI, pp. 273, 306 : Enforcement of award	..
,, ,,	,,	27/9/10	XI, pp. 451, 452 : Adding parties to award	..
,, ,,	,, x	12/9/11	XII, p. 566 : Award	..
,, ,,	,,	31/10/12	XIII, p. 1060 : Interpretation of award	..
Wellington City and suburbs	Coachworkers	30/7/00	II, p. 97 : Award	..
,, ,,	,,	10/5/06	VII, p. 190 : Interpretation of award	..
,, ,,	,,	27/9/06	VII, p. 531 : Interpretation of award	..
Whole district	,, x	21/12/06	VII, p. 688 : Award	..
,,	,,	1/11/07	VIII, p. 936 : Adding party to award	..
Union Steamship Company only	Cooks and Stewards	20/2/02	III, p. 276 : Agreement	..
,, ,,	,, ,, x	23/6/11	XII, p. 401 : Award	..
Whole district	,, ,,	27/4/04	V, p. 86 : Award	..
,,	,, ,,	20/5/04	V, p. 117 : Amendment of award	..
,,	,, ,,	16/8/04	V, p. 200 : Decision *re* parties bound by award	..
,,	,, ,,	25/4/06	VII, p. 190 : Interpretation of award	..
,,	,, ,,	24/10/06	VII, p. 729 : Interpretation of award *re* employment out of the colony	..

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† In Arbitration Court.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
	WELLINGTON INDUSTRIAL DISTRICT—*continued.*			
Whole district	Cooks and Stewards	25/3/08	IX, p 89: Interpretation of award	..
,,	,, ,,	No date	X, p. 717: Enforcement of award	..
,,	,, ,,	29/10/09	X, p. 724: Enforcement of award	..
,,	,, ,,	27/5/11	XII, p. 367: Interpretation of award	..
,,	,, ,, x	28/3/12	XIII, p. 39: Award	..
Wellington City and suburbs	Cooks and Waiters (hotels and restaurants)†	24/3/02	III, p. 288: Award	..
,, ,,	Ditto	19/12/07	VIII, p. 970: Award	..
,, ,,	,,	24/3/08	IX, p. 102: Amendment of award	..
,, ,,	,,	23/3/08	IX, p. 221: Adding parties to award	..
,, ,,	,,	11/4/08	IX, p. 220: Interpretation of award	..
,, ,,	,,	16/6/08	IX, p. 406: Interpretation of award	..
,, ,,	,,	30/7/08	IX, p. 480: Interpretation of award	..
,, ,,	,,	26/8/08	IX, p. 611: Adding parties to award	..
,, ,,	,,	17/2/09	X, p. 89: Interpretation of award	..
,, ,,	,,	16/3/09	X, p. 106: Enforcement of award	..
,, ,,	Cooks and Waiters (Luncheon and Tea-room Proprietors, Restaurant-keepers, &c.) x	11/3/11	XII, p. 105: Award	..
,, ,,	Ditto	27/6/11	XII, pp. 407, 409: Adding parties to award	..
,, ,,	,,	4/7/12	XIII, pp. 534, 559: Enforcement of award	..
,, ,,	,,	20/2/12	XIII, p. 283: Enforcement of award	..
,, ,,	Cooks and Waiters (hotels)	12/8/09	X, pp. 527, 560: Enforcement of award	..
Wellington (25-mile radius)	,, ,, ,, x	15/7/10	XI, p. 325: Award	..
,, ,,	,, ,, ,,	21/9/10	XI, p. 450: Adding parties to award	..
,, ,,	,, ,, ,,	16/9/12	XIII, p. 578: Interpretation of award	..
Boroughs of Napier and Hastings	,, ,, ,,	20/7/11	XII, p. 432: Agreement	..

,, ,, ,,	,, ,, ,, ..x	**11/9/11**	XII, p. 530: Award	..
Boroughs of Palmerston North and Wanganui	,, ,, ,, ..x	**18/9/11**	XII, p. 524: Award..	..
Ditto	,, ,, ,, ..	..	XIII, p. cxxvii: *Erratum* in Award ..	..
,, ...	,, ,, ,, ..	21/11/11	XII, p. 972: Enforcement of award ..	..
,, ...	,, ,, ,, ..	10/2/12	XIII, pp. 237, 282: Enforcement of award	..
Wellington City Tramways ..	Drivers (tramway)	17/9/99	I, p. 141: Agreement	21/12/01
,, ..	,, ,, ...	6/9/01	III, p. 143: Award	..
,, ..	,, ,, ...	3/11/03	IV, p. 352: Agreement	..
Wellington City	,, (gravel and sand cart) ..	20/12/99	I, p. 141: Agreement	21/12/01
,, ...	,, (aerated-water cart) ..	21/12/99	I, p. 144: Agreement	21/12/01
Not stated	,, ...	21/12/99	I, p. 145: Recommendation	21/12/01
Wellington City and suburbs ..	,, ...	27/11/01	III, p. 207: Award	..
,, ,, ..	,, ...	5/3/02	III, p. 223: Interpretation of award ..	..
,, ,, ..	,, ...	..	III, p. 224: Variation of award ..	..
,, ,, ..	,, ...	12/4/04	V, p. 93: Interpretation of award ..	..
Wellington (20-mile radius) ..	,, ...	29/11/04	V, p. 312: Award	..
,, ,, ..	,, ...	14/3/05	VI, p. 25: Amendment of award ..	..
,, ,, ..	,, ...	8/4/05	VI, p. 59: Interpretation of award ..	..
,, ,, ..	,, ...	14/4/05	VI, p. 60: Interpretation of award ..	..
,, ,, ..	,, ...	24/10/05	VI, p. 292: Adding parties to award ..	..
,, ,, ..	,, ...	11/4/08	IX, p. 123: Award	..
,, ,, ..	,, ...	5/11/09	X, p. 733: Adding parties to award ..	..
,, ,, ..	,, ...	10/3/11	XII, p. 99: Interpretation of award ..	..
,, ,, ..	,, ...	6/3/11	XII, p. 100: Adding parties to award ..	..
,, ,, ..	,, (Bakers)	22/8/08	IX, p. 604: Award	..
,, ,, ..	,, ,, ...	4/7/12	XIII, p. 533: Enforcement of award ..	..
Wellington City and contiguous boroughs	Drivers (Cab-proprietors' and others)	19/3/06	VII, p. 63: Supplementary award ..	..
Ditto	Ditto	25/9/06	VII, p. 532: Interpretation of award ..	..
,, ...	,, ...	13/11/06	VII, p. 535: Enforcement of award involving interpretation	..
,, ...	,, ...	26/4/07	VIII, p. 70: Interpretation of award ..	..
,, ...	,, ...	4/9/08	IX, p. 546: Interpretation of award ..	..
,, ...	,, ...x	**4/10/09**	X, p. 568: Award	..

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† The agreement dated 26/10/06 has been held to be invalid (see Vol. viii, p. 927).

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
WELLINGTON INDUSTRIAL DISTRICT—*continued.*				
Wellington City Corporation ..	Drivers (Corporation employees)	21/3/05	VI, p. 26: Agreement	..
" ..	" " x	**2/11/08**	IX, p. 838: Agreement	..
Palmerston North (10-mile radius)	"	19/3/06	VII, p. 68: Supplementary award ..	..
" "	"	24/11/06	VII, p. 714: Adding parties to award ..	..
Wanganui (5-mile radius) ..	"	19/3/06	VII, p. 75: Supplementary award ..	..
" " ..	"	20/4/06	VII, p. 162: Order exempting party from award	..
" " ..	"	26/11/06	VII, p. 715: Adding parties to award ..	..
Masterton, Wanganui, Feilding, Palmerston North, and Levin	"	25/5/09	X, p. 253: Award	..
Ditto	"	8/3/10	XI, p. 60: Adding parties to award ..	..
"	"	13/6/10 3/10/10	XIII, pp. 236, 281: Enforcement of award†	..
Wellington City (20-mile radius), Boroughs of Palmerston North, Masterton, Feilding, and Levin (10-mile radius)	" x	**18/10/12**	XIII, p. 739: Award	..
Ditto	"	13/2/12	XIII, p. 280: Enforcement of award ..	..
Borough of Wanganui (10-mile radius)	" x	**18/10/12**	XIII, p. 647: Award	..
Ditto	"	3/12/12	XIII, p. 1084: Enforcement of award ..	..
Napier (10-mile radius) ..	"	18/12/02	III, p. 375: Award	..
Napier, Hastings, and adjoining districts	"	3/4/05	VI, p. 46: Recommendation	..
Ditto	"	8/4/05	VI, p. 58: Interpretation of award ..	..
Napier, Hastings, Dannevirke, and adjoining districts	"	26/3/09	X, p. 68: Award	..
Ditto	"	10/9/09	X, p. 698: Enforcement of award ..	..
"	"	1/11/09	X, p. 727: Adding parties to award ..	..

,,	,,	22/2/10	XI, p. 84: Enforcement of award	. .
,,	,,	7/6/10	XI, p. 331: Concurrence in award	. .
,,	,,	30/8/10	XI, pp. 456, 579: Enforcement of award	. .
,,	,,	28/6/10	XI, p. 366: Enforcement of award	. .
,,	,,	15/6/10	XI, p. 369: Enforcement of award	. .
,,	,,	13/1/11	XII, p. 277: Enforcement of award	. .
,,	,,	16/6/11	XII, pp. 380, 381, 753: Enforcements of award	. .
Napier (10-mile radius), and Hastings (10-mile radius)	,,	14/9/11	XII, p. 535: Award	. .
Ditto	,, . . x	**18/10/12**	XIII, p. 794: Award	. .
,,	,,	10/12/12	XIII, p. 1089: Enforcement of award	. .
Hawke's Bay Provincial District	Drovers and Shepherds . . x	**4/10/09**	X, p. 579: Award	. .
,, ,,	,, ,,	24/6/10	XI, p. 386: Enforcement of award involving interpretation	. .
Wellington (20-mile radius)	Electrical Workers	9/4/08	IX, p. 204: Award	. .
Wellington City Corporation	,,	24/9/09	X, p. 715: Agreement	. .
Wellington (20-mile radius)	,,	16/3/10	XI, p. 80: Interpretation of award	. .
,, ,,	,, . . x	**12/9/11**	XII, p. 546: Award	. .
Wellington City Corporation	,, (*re* linesmen) x	**27/10/11**	XII, p. 664: Agreement	. .
,,	,, ,,	3/7/12	XIII, p. 502: Interpretation of agreement	. .
Whole district	Engine-drivers (Stationary, Traction, and Locomotive)	7/2/03	IV, p. 76: Award	. .
,,	Ditto . . x	**31/3/06**	VII, p. 148: Award	. .
,,	Engineers	22/10/08	IX, p. 683: Award	. .
,,	,, . . x	**19/12/10**	XI, p. 771: Award	. .
Wellington City and suburbs	Farriers	27/11/01	III, p. 227: Award	. .
,, ,,	,,	30/10/06	VII, p. 533: Interpretation of award	. .
,, ,,	,,	. .	VIII, p. 354: Enforcement of award	. .
,, ,,	,,	11/4/08	IX, p. 243: Interpretation of award	. .
,, ,,	,, . . x	**14/9/11**	XII, p. 553: Award	. .

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† In Arbitration Court.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
	WELLINGTON INDUSTRIAL DISTRICT—*continued.*			
Whole district except Wellington City and suburbs	Farriers .. x	**17/12/08**	IX, p. 870 : Award	..
Ditto	”	31/5/09	X, p. 456 : Enforcement of award	..
”	”	31/5/09	X, p. 550 : Enforcement of award	..
Trawlers running out of Port of Napier	Fishermen	27/3/09	X, p. 80 : Award	..
Ditto	”	29/7/09	X, p. 505 : Agreement under award	..
”	”	31/5/10	XI, pp. 277, 307 : Enforcement of award	..
”	” .. x	**14/9/11**	XII, p. 561 : Award	..
”	”	17/1/11	XII, pp. 14, 276 : Enforcement of award	..
Trawler “ Savaii ”	”	20/6/11	XII, p. 385 : Agreement	..
Trawler “ Result ”	”	3/2/12	XIII, p. 17 : Agreement	..
Trawler “ Ithaca ”	” .. x	**10/1/12**	XIII, p. 19 : Agreement	..
Trawler “ Sir William Wallace ”	” .. x	**17/2/12**	XIII, p. 22 : Agreement	..
Trawler “ Beatrice ”	” .. x	**24/2/12**	XIII, p. 24 : Agreement	..
Trawlers “ Countess ” and “ Nora Niven ”	” .. x	**22/2/12**	XIII, p. 33 : Agreement	..
Trawler “ Muriel ”	” .. x	**26/8/12**	XIII, p. 574 : Agreement	..
”	”	27/9/12	XIII, p. 992 : Concurrence in agreement	..
Trawler “ Result ”	” .. x	**9/11/12**	XIII, p. 862 : Agreement	..
Trawlers “ Savaii,” “ Fairy,” and “ Pania ”	” .. x	**12/12/12**	XIII, p. 1086 : Agreement	..
Whole district	Flax-mill Employees	19/7/07	VIII, p. 405 : Award	..
”	”	27/11/07	VIII, p. 1047 : Interpretation of award	..
”	”	..	IX, p. 218 : Enforcement of award	..
”	”	1/9/09	X, p. 591 : Interpretation of award	..
”	”	28/10/09	X, p. 858 : Enforcement of award	..
”	” .. x	**16/3/10**	XI, p. 23 : Award	..
”	”	30/9/10	XI, p. 453 : Adding parties to award	..

..	..		2/11/10	XI, pp. 631, 654 : Enforcement of award *re* pieceworkers	..
..	,,		13/5/10	XI, p. 281 : Enforcement of award	..
,,	,,	x	4/4/11	XII, p. 296 : Amendment of award	..
,,	,,		4/4/11	XII, p. 379 : Enforcement of award	..
,,	,,	x	28/2/12	XIII, p. 42 : Supplementary agreement	..
National Mortgage and Agency Company, Longburn	Freezing-works (see also "Meat-workers")	x	20/11/07	IX, p. 45 : Agreement	..
Ditto	Ditto		2/4/08	IX, p. 409 : Concurrence in agreement	..
,,	,,	x	1/8/08	IX, p. 536 : Agreement *re* firemen, greasers, and kidney-boys	..
Hawke's Bay District	,,		16/10/08	IX, p. 636 : Award	..
,,	,,		8/10/09	X, pp. 633, 634 : Interpretations of award	..
,,	,,	x	21/3/11	XII, p. 121 : Award	..
Gear Meat Company and Wellington Meat-export Company, Wellington	,,	x	12/6/12	XIII, p. 369 : Agreement	..
Wellington Farmers' Meat Company, Masterton	,,	x	17/9/12	XIII, p. 663 : Agreement	..
Wanganui Meat-freezing Company, Wanganui	,,	x	14/10/12	XIII, p. 992 : Agreement	..
Wellington City and suburbs	Furniture trade		11/11/97	I, p. 90 : Award	31/12/98
,, ,,	,,		10/7/99	I, p. 128 : Award	..
Whole district	,,		15/2/02	III, p. 251 : Award	..
,,	,,		28/3/06	VII, p. 138 : Award	..
,,	,,		12-23/11/06	VII, p. 716 : Adding parties to award	..
,,	,,		2/9/07	VIII, p. 633 : Interpretation of award	..
,,	,,		11/5/09	X, p. 222 : Enforcement of award	..
,,	,,		29/10/09	X, p. 723 : Enforcement of award	..
,,	,,		5/11/09	X, p. 761 : Adding parties to award	..
,,	,,	x	7/12/11	XII, p. 939 : Award	..
,,	,,		2/4/12	XIII, p. 189 : Adding parties to award	..
,,	,,		..	XIII, p. cxxvii : *Erratum* in order	..
,,	,,		26/9/12	XIII, p. 645 : Adding parties to award	..
,,	,,		27/6/12	XIII, p. 534 : Enforcement of award	..
Wellington Gas Company	Gas Stokers and Cokers		3/2/02	III, p. 250 : Agreement	..
,,	,, ,,		3/2/06	VII, p. 162 : Agreement	..

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
WELLINGTON INDUSTRIAL DISTRICT—*continued.*				
Wellington Gas Company	Gas Stokers and Cokers	11/4/08	IX, p. 210: Award	..
"	" "	1/7/09	X, p. 365: Agreement	18/7/12
"	" " x	1/6/11	XII, p. 383: Agreement	..
Napier Gas Company	" "	19/3/06	VII, p. 95: Award	1/4/08
Palmerston North Gas Company	" "	20/2/09	X, p. 66: Agreement	..
Wanganui Borough Council	" " x	10/8/11	XII, p. 507: Agreement	..
"	" "	26/5/02	III, p. 329: Award	..
Wellington City and suburbs	Grocers	30/10/06	VII, p. 534: Interpretation of award	..
" "	"	22/3/09	X, p. 57: Award	..
Wellington (20-mile radius)	"	8/10/09	X, p. 631: Interpretation of award	..
" "	"	5/11/09	X, p. 735: Adding parties to award	..
" "	"	3/7/11	XII, pp. 410, 756: Enforcement of award†	..
" "	"	26/9/11 23/3/12 2/4/12	XIII, pp. 187, 190, 284: Enforcement of award†	..
" "	" x	4/7/12	XIII, p. 392: Award	..
" "	"	26/5/02	III, p. 338: Award	2/6/04
Wellington City Tramways	Grooms and Conductors	–/9/01	III, p. 154: Agreement to modification of recommendation	..
Wellington City and suburbs	Hairdressers	22/8/03	IV, p. 321: Agreement	28/2/07
" "	"	3/8/04	V, p. 195: Concurrence in agreement	..
" "	"			
..	Hotel and Restaurant Employees (see "Cooks and Waiters").			
Wellington City	Iron and Brass Moulders	10/7/99	I, p. 123: Award	14/7/00
Whole district	" "	11/6/02	III, p. 342: Award	..
"	" "	28/11/05	VI, p. 363: Award	..
"	" "	16/11/09	X, p. 726: Enforcement of award	..
"	" " x	2/12/12	XIII, p. 997: Award	..
Wellington City and suburbs	Labourers (Builders')	27/11/01	III, p, 236: Award	..

" " ..	" "	11/4/02	III, p. 240 : Interpretation of award ..	..
" " ..	" "	29/11/07	VIII, p. 995 : Award	..
" " ..	" "	13/2/08	IX, p. 54 : Adding parties to award ..	..
" " ..	" "	26/8/08	IX, p. 609 : Adding parties to award ..	..
" " ..	" "	19/3/09	X, p. 102 : Adding parties to award ..	..
" " ..	" "	15/3/09	X, p. 219 : Enforcement of award ..	..
" " ..	" "	15/4/09	X, p. 220 : Enforcement of award ..	..
" " ..	" "	14/6/09	X, p. 440 : Interpretation of award ..	..
" " ..	" "	26/5/09	X, p. 452 : Adding party to award ..	..
" " ..	" "	27/5/09	X, p. 455 : Enforcement of award ..	..
" " ..	" "	14/3/10	XI, p. 56 : Adding parties to award ..	..
" " ..	" "	27/6/11	XII, p. 409 : Adding parties to award ..	..
" " ..	" "	19/1/11	XII, p. 281 : Enforcement of award ..	..
" " ..	" " .. .. **x**	**25/3/12**	XIII, p. 43 : Award	..
" " ..	" "	24/6/12	XIII, p. 500 : Adding parties to award	..
Wellington (20-mile radius) ..	" (General) .. .. **x**	**1/8/07**	VIII, p. 507 : Award	..
" " ..	" "	22/2/08	IX, pp. 53, 54 : Interpretations of award	..
" " ..	" "	8/10/09	X, p. 567 : Interpretation of award ..	..
Whole district except Wellington City‡	" (General and Builders') **x**	**19/10/08**	IX, p. 626 : Award	..
Ditto	" " " ..	26/10/09	X, p. 734 : Adding parties to award ..	..
"	" " " ..	3/10/10	XI, p. 449 : Adding parties to award ..	..
Napier, Hastings, and Wanganui	" " " .. **x**	**21/9/12**	XIII, p. 601 : Award	..
Napier Borough Council ..	" " .. .. **x**	**20/5/08**	IX, p. 485 : Agreement	..
Wanganui Borough Council ..	" " .. .. **x**	23/3/11	XII, p. 129 : Agreement	..
Wellington City and suburbs ..	Letterpress Printers and Machinists	22/5/02	III, p. 324 : Award	25/10/06
" " ..	Ditto	6/8/07	VIII, p. 461 : Award	..
" " ..	"	26/10/07	VIII, p. 927 : Interpretation of award..	..
" " ..	"	8/10/09	X, p. 566 : Interpretation of award ..	..
" " ..	"	10/8/11	XII, p. 758 : Enforcement of award ..	..
Whole district except Wellington	"	6/8/07	VIII, p. 467 : Award	..
Wellington (also Northern, Canterbury, and Otago and Southland Districts)	Lithographic and Letterpress Printers' Machinists **x**	**25/10/12**	XIII, p. 788 : Award	..

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† In Arbitration Court.

‡ Napier, Hastings, and Wanganui excluded by subsequent award.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

WELLINGTON INDUSTRIAL DISTRICT—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	*Expiry Date.
R. Bell and Co. (Limited), Wellington	Match-factory Employees ..	30/7/00	II, p. 92 : Award	..
Ditto	,, ,, .. x	**29/11/02**	III, p. 841 : Agreement	..
Wanganui (10-mile radius) ..	Meat-workers (see also "Freezing-works")	1/12/03	V, p. 15 : Award	22/2/06
Small coastal steamers trading out of Wellington	Merchant Service (Ships' Officers) x	**18/9/11**	XII, p. 558 : Award..	..
Ditto	,, ,, ..	3/7/11	XII, p. 412 : Opinion of Court *re* masters and mates' dispute	..
,, ...	,, ,, ..	5/7/12	XIII, pp. 503, 535 : Enforcement of award†	..
New Zealand steamers of 300 tons and upwards trading within the Dominion	,, ,, .. x	**27/6/12**	XIII, p. 385 : Award	..
Ditto	,, (Ships' Masters) x	**27/6/12**	XIII, p. 389 : Award	..
..	Moulders (see "Iron and Brass Moulders").			
Wellington City (5-mile radius)..	Musicians x	**27/6/12**	XIII, p. 374 : Award	..
,, ,, ..	,, ...	26/9/12	XIII, p. 646 : Adding party to award ..	..
Wellington City and suburbs ..	Painters	10/7/99	I, p. 117 : Award	..
,, ,, ..	,, ...	30/7/00	II, p. 83 : Award (to be read with award dated 10/7/99)	..
Whole district	,, ...	15/2/02	III, p. 264 : Award	..
,, ...	,, ...	12/6/02	III, p. 273 : Interpretation of award ..	..
Wellington (15-mile radius) ..	,, ...	6/6/07	VIII, p. 309 : Award	..
,, ,, ..	,, ...	28/8/07	VIII, p. 633 : Amendment of award ..	..
,, ,, ..	,, ...	8/4/08	IX, p. 224 : Enforcement of award ..	..
,, ,, ..	,, ...	8/4/08	IX, p. 228 : Enforcement of award ..	..
,, ,, ..	,, ...	29/7/08	IX, p. 481 : Interpretation of award ..	..

,, ,,	,,		15/3/09	X, p. 103 : Adding parties to award	..
,, ,,	,,		15/4/09	X, p. 225 : Enforcement of award	..
,, ,,	,,		25/5/09	X, p. 452 : Adding parties to award	..
,, (25-mile radius)	,,	x	**25/8/10**	XI, p. 389 : Award	..
,, ,,	,,		27/6/11	XII, p. 408 : Adding parties to award	..
,, ,,	,,		4/12/11	XII, p. 961 : Adding parties to award	..
,, ,,	,,		18/3/12	XIII, p. 193 : Adding parties to award	..
Palmerston North	,,		29/11/00	II, p. 121 : Agreement	..
,,	,,		12/11/02	III, p. 366 : Agreement	..
,, (5-mile radius)	,,		19/12/05	VI, p. 368 : Award	..
Manawatu district	,,	x	**4/4/08**	IX, p. 198 : Award	..
,, ,,	,, ,,		–/2/09 –/3/09	X, p. 234 : Enforcement of award	..
,,	,,		28/10/09	X, p. 730 : Adding parties to award	..
Hawke's Bay District	,,		1/9/04	V, p. 231 : Recommendation	
,,	,,		23/8/06	VII, p. 331 : Interpretation of agreement	..
,,	,,		27/8/08	IX, p. 510 : Award	..
,,	,,		16/2/09	X, p. 89 : Enforcement of award	..
,,	,,		1/11/09	X, p. 728 : Adding parties to award	..
,,	,,	x	**3/4/12**	XIII, p. 247 : Award	..
Wanganui (10-mile radius)	,,		23/12/04	V, p. 348 : Award	..
,, ,,	,,		6/2/05	V, p. 387 : Amendment of award	..
,, ,,	,,		23/8/06	VII, p. 331 : Interpretation of award	..
,, ,,	,,		18/6/08	IX, p. 397 : Award	..
,, ,,	,,	x	**28/3/11**	XII, p. 116 : Award	..
,, ,,	,,	x	**18/9/11**	XII, p. 520 : Amendment of award	..
Wellington City	Plasterers		7/11/00	II, p. 118 : Recommendation	..
,,	,,		15/1/03	IV, p. 4 : Recommendation	..
Wellington (15-mile radius)	,,		4/12/07	VIII, p. 982 : Award	..
,, ,,	,,		8/10/09	X, p. 567 : Interpretation of award	..
,, ,,	,,		4/9/11	XII, p. 507 : Adding parties to award	..
Wellington City (25-mile radius)	,,	x	**27/6/12**	XIII, p. 378 : Award	..
,, ,,	,,		29/10/12	XIII, pp. 1022, 1077 : Enforcement of award	..

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† In Arbitration Court.

Accepted Recommendations, Agreements, Awards, Interpretations, etc.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	*Expiry Date.
	WELLINGTON INDUSTRIAL DISTRICT—*continued.*			
Wellington City (25-mile radius)	Plasterers	6/2/12	XIII, p. 283: Enforcement of award	..
Wellington City	Plumbers	19/7/98	I, p. 98: Recommendation	18/7/00
,,	,,	21/8/00	II, p. 112: Agreement	..
Whole district	,,	23/10/02	III, p. 364: Agreement	..
,,	,,	19/7/07	VIII, p. 412: Award	..
,,	,,	26/10/07	VIII, p. 926: Interpretation of award	..
,,	,,	4/12/07	VIII, p. 1044: Interpretation of award	..
,,	,,	(No date)	X, p. 105: Enforcement of award involving interpretation	..
,,	,,	10/2/09	X, p. 234: Enforcement of award	..
,,	,,	9/12/09	X, p. 861: Interpretation of award	..
,,	,,	1/8/10	XI, p. 364: Enforcement of award	..
,,	,,	16/8/10	XI, pp. 456, 573: Enforcement of award	..
,,	,, and Gasfitters	x **6/4/12**	XIII, p. 79: Award	..
,,	,,	..	XIII, p. cxxvii: *Erratum* in award	..
Wellington City and suburbs	Pullers	26/3/08	IX, p. 105: Award	..
,, ,,	,,	29/11/09	X, p. 864: Award	..
,, ,,	,,	x **21/3/12**	XIII, p. 36: Award	..
Whole district	Saddlers	7/2/01	II, p. 132: Agreement	..
,,	,,	11/3/01	II, pp. 136, 148: Recommendation adding parties	..
,,	,,	2/7/07	VIII, p. 387: Award	..
,,	,,	18/11/07	VIII, p. 1043: Adding parties to award	..
,,	,,	x **24/3/11**	XII, p. 162: Award	..
,,	,,	x **27/6/11**	XII, p. 412: Amendment of award	..
,,	Sausage-casing Makers	18/2/01	II, p. 146: Agreement	..
Wellington City and suburbs	,,	21/2/03	IV, p. 127: Agreement	..
,, ,,	,,	10/1/08	IX, p. 41: Agreement	..
,, ,,	,,	x **3/3/11**	XII, p. 132: Agreement	..
,, ,,	,,	9/4/08	IX, p. 249: Agreement	..
Hawke's Bay District	,,			

,,	,,	11/6/08	IX, p. 410 : Concurrence in agreement	..
S. Oppenheimer and Co., Whakatu	,,	30/12/09	X, p. 898 : Agreement	..
,,	,,	x 21/9/11	XII, p. 650 : Agreement	..
T. Borthwick and Sons, Pakipaki	,,	30/8/10	XI, p. 582 : Agreement	..
,, ,,	,,	x 25/1/12	XIII, p. 71 : Agreement	..
Not stated	Seamen	31/5/97	I, p. 83 : Award	28/2/99
,,	,,	29/7/99	I, p. 134 : Award	..
,,	,,	30/6/02	III, p. 350 : Award	..
,,	,,	30/6/02	III, p. 358 : Award	..
,,	,,	–/2/03	IV, p. 87 : Interpretation of award	..
,,	,,	12/12/03	IV, p. 362 : Interpretation of award	..
Whole district	,,	19/3/06	VII, pp. 83, 93 : Award	..
,,	,,	20/12/06	VII, p. 718 : Enforcement of award involving interpretation	..
,,	,,	21/12/06	VII, p. 718 : Enforcement of award involving interpretation	..
,,	,,	24/10/06	VII, p. 729 : Interpretation of award *re* employment out of colony	..
,,	,,	2/9/07	VIII, p. 634 : Interpretation of award *re* overtime	..
,,	,,	4/4/08	IX, p. 166 : Award	18/1/12
,,	,,	23/3/09	X, p. 214 : Enforcement of award	..
,,	,,	29/3/09	X, p. 218 : Enforcement of award	..
,,	,,	15/4/09	X, p. 217 : Enforcement of award	..
,,	,,	27/5/09	X, p. 453 : Adding parties to award	..
,,	,,	22/7/09	X, p. 564 : Enforcement of award	..
,,	,,	26/10/09	X, p. 735 : Adding party to award	..
,,	,,	26/8/08	IX, p. 609 : Adding party to award	..
,,	,,	2/3/10	XI, p. 96 : Enforcement of award	..
,,	,,	15/6/10	XI, p. 292 : Interpretation of award	..
,,	,,	22/9/10	XI, p. 630 : Enforcement (2) of awards	..
Wellington Harbour Ferries	,, (ferry boats)	23/11/03	IV, p. 354 : Award	..
,,	,, ,,	25/3/08	IX, p. 86 : Award	11/7/12
Whole district	Shearers	4/4/08	IX, p. 135 : Award	..
,,	,,	x 24/9/10	XI, p. 417 : Award	..

Accepted Recommendations, Agreements, Awards, Interpretations, etc.—*continued*.

Scope of Award, &c.	Trade.	Date.	Reference.	*Expiry Date.
WELLINGTON INDUSTRIAL DISTRICT—*continued.*				
Whole district	Shearers	10/12/12	XIII, pp. 1083, 1091: Enforcement of award	..
„	„ (shed hands) ..x	**24/3/11**	XII, p. 136: Award	..
Gear Meat Company and Wellington Meat-export Company	Slaughtermen	10/6/07	VIII, p. 421: Agreement†	..
National Mortgage and Agency Company, Longburn	„	7/2/08	IX, p. 50: Agreement	..
Wanganui Meat-freezing Company	„	10/10/08	IX, p. 827: Agreement	..
Gear Meat Company and Wellington Meat-export Company	„	25/5/10	XI, p. 289: Agreement	17/1/13
Whole district except Petone and Ngahauranga	„	15/6/10	XI, p. 316: Agreement	1/2/13
Wanganui Meat-freezing Company	„	13/7/10	XI, p. 388: Supplementary agreement	1/2/13
Wellington Farmers' Meat Company, Masterton	„	16/3/11	XII, p. 113: Agreement	31/1/13
Wellington City Abattoirs ..	„	4/9/11	XII, p. 563: Award	16/1/13
Wellington City (5-mile radius)..	Soft-goods Trade Employees (retail) x	**15/10/12**	XIII, p. 656: Award	..
Wellington (16-mile radius) ..	Stonemasons x	**30/4/08**	IX, p. 229: Award	..
Wellington City	Storemen (Wholesale Merchants') x	**9/10/12**	XIII, p. 636: Award	..
„	Tailoresses (Shops)	9/9/98	I, p. 100: Award	1/9/00
„	„ „	18/11/01	III, p. 176: Award	18/11/04
„	„ „	9/4/02	III, p. 201: Interpretation of award ..	..
„	„ „	28/2/05	VI, p. 24: Interpretation of award ..	..
„	„ „	8/4/05	VI, p. 60: Interpretation of award ..	..
„	„ „	10/4/05	VI, p. 61: Interpretation of award ..	..
„	„ „	9/8/05	VI, p. 183: Award	..
Wellington and Petone‡ ..	„ „	–/11/05	VI, pp. 382–86: Adding parties to award	..
„ ..	„ „	23/8/06	VII, p. 330: Interpretation of award ..	..
„ ..	„ „			

” ..	” ”	12/11/06	VII, p. 534 : Adding parties to award ..	..
” ..	” ”	26/11/07	VIII, p. 1044 : Adding parties to award	..
” ..	” ”	14/3/10	XI, p. 61 : Adding parties to award ..	..
” ..	” ”	25/3/12	XIII, p. 235 : Interpretation of award..	..
Whole district except Hawke's Bay	” ” x	3/4/12	XIII, p. 195 : Award	..
Ditto	” ”	24/6/12	XIII, p. 502 : Adding parties to award	..
Hawke's Bay Provincial District	” ” x	22/12/10	XI, p. 675 : Award	..
Wellington (also Christchurch and Dunedin)	” (Factories).. ..	14/5/02	III, pp. 293, 706 : Award	..
Ditto	” ”	30/3/04	V, p. 94 : Interpretation of award ..	..
Wellington District (also Canterbury and Otago and Southland Districts)	” ”	21/12/05	VI, pp. 380, 409 : Award	..
Ditto	” ”	12/11/06	VII, p. 535 : Adding parties to award ..	
”	” ”	3/12/06	VII, pp. 714, 789 : Interpretation of award	..
”	” ”	..	VIII, p. 45 : *Erratum* in award ..	..
”	” ”	14/3/07	VIII, pp. 63, 96 : Award	..
”	” ”	10/8/07	VIII, p. 610 : Interpretation of award ..	..
”	” ”	4/12/07	VIII, p. 1046 : Interpretation of award..	..
”	” ”	12/12/07	VIII, p. 1046 : Interpretation of award..	..
”	” ”	17/2/09	X, p. 94 : Interpretation of award ..	..
”	” ”	3/5/09	X, p. 228 : Interpretation of award ..	..
”	” ” x	**28/5/09**	X, p. 243 : Award	..
”	” ”	15/12/10	XI, pp. 766, 786 : Enforcement of award involving interpretation	..
”	.. ..			
Wellington District (also Northern, Canterbury, and Otago and Southland Districts)	” ”	30/6/11	XII, p. 439 : Order of Court *re* Schedule “B” of award	..
Ditto	” ”	18/11/11	XII, p. 963 : Interpretation of award *re* Schedule “B”	..
”	” ”	10/11/11	XII, p. 974 : Enforcement of award ..	..
”	Tailoresses (Factories) (Cutters and Trimmers) x	**1/3/10**	XI, p. 9 : Award	..

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† Agreement dated 1/8/04, Vol. v, p. 196, held to be invalid. (See Vol. viii, p. 64.)

‡ Subsequently extended to country districts.

Accepted Recommendations, Agreements, Awards, Interpretations, etc.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	*Expiry Date.
WELLINGTON INDUSTRIAL DISTRICT—*continued.*				
Wellington City	Tailors	25/5/97	I, p. 82: Agreement	24/5/99
,,	,,	9/10/97	I, p. 89: Award binding parties to agreement	24/5/99
Wellington City†	,,	1/10/01	III, p. 155: Agreement	..
,,	,,	23/12/01	III, p. 246: Recommendation adding country employers	..
Whole district	,,	25/1/06	VII, p. 1: Award	..
,,	,,	8/11/06	VII, p. 728: Enforcement of award *re* bespoke work	..
,,	,,	5/11/07	VIII, p. 930: Enforcement of award	..
,,	,,	11/9/08	IX, p. 599: Enforcement of award	..
..	,,	x **23/10/08**	IX, p. 691: Award	..
,,	,,	26/3/09	X, p. 103: Adding party to award	..
,,	,,	x **27/1/09**	X, p. 226: Amendment of award	..
,,	,,	25/5/08 25/5/09	X, p. 453: Adding parties to award	..
,,	,,			
,,	,,	12/8/09	X, p. 528‡: Enforcement of award	..
,,	,,	10/5/09	X, p. 550: Enforcement of award	..
,,	,,	26/10/09	X, p. 736: Adding party to award	..
,,	,,	14/12/09	X, p. 862: Enforcement of award	..
,,	,,	14/3/10	XI, p. 63: Adding parties to award	..
,,	,,	12/4/10	XI, p. 186: Interpretation of award	..
,,	,,	8/11/10	XI, p. 652: Enforcement of award	..
,,	,,	9/3/11	XII, p. 101: Interpretation of award	..
,,	,,	6/6/11	XII, p. 498: Enforcement of award	..
,,	,,	1/4/12	XIII, pp. 190, 282, 504: Enforcement of award§	..
,,	,,	1/4/12	XIII, pp. 194, 282: Enforcement of award	..

,, ...	,, ...	18/6/12	XIII, pp. 524, 896, 987: Enforcement of award§	..
,, ...	,, ...	25/9/12		
,, ...	Timber-yards and Sawmills ..	19/3/02	III, p. 278: Award	..
,, ...	,, ,, ..	10/5/04	V, p. 116: Interpretation of award ..	..
,, ...	,, ,, ..	24/11/04	V, p. 347: Adding parties to award ..	..
,, ...	,, ,, ..	24/10/05	VI, p. 292: Adding parties to award ..	..
,, ...	,, ,, ..	19/12/07	VIII, p. 1017: Award	..
,, ...	,, ,, ..	23/3/08	IX, p. 220: Adding parties to award ..	..
,, ...	,, ,, ..	24/3/08	IX, p. 100: Interpretation of award ..	..
,, ...	,, ,, ..	25/3/08	IX, p. 101: Interpretation of award ..	..
,, ...	,, ,, ..	5/2/09	X, p. 233: Enforcement of award ..	..
,, ...	,, ,, ..	3/9/09	X, p. 702: Enforcement of award ..	..
,, ...	,, ,, ..	12/4/11	XII, p. 754: Enforcement of award ..	..
,, ...	,, ,, ..	24/9/12	XIII, p. 540: Award	..
,, ...	,, ,, .. x	24/9/12	XIII, p. 540: Award	..
Wellington District (except Wairarapa)	Tinplate and Sheet-metal Operatives	15/2/02	III, p. 259: Award	..
Ditto	Ditto	31/8/11	XII, p. 759: Enforcement of award ..	..
Wairarapa district	,, ...	21/11/06	VII, p. 674: Award	..
Whole district	,, ... x	8/12/11	XII, p. 951: Award	..
Wellington Corporation Tramways	Tramways	18/10/05	VI, p. 307: Agreement	18/10/07
,,	,, ...	11/3/07	VIII, p. 67: Enforcement of agreement	..
,,	,, ...	19/10/08	IX, p. 829: Agreement	..
,,	,, ... x	27/11/11	XII, p. 656: Agreement	..
Kelburne–Karori Tramway Company	,, ...	21/6/07	VIII, p. 316: Award	..
Wanganui Borough Council ..	,, ... x	4/10/11	XII, p. 577: Award	..
Wellington City and suburbs ..	Typographers (Compositors) ..	19/5/02	III, p. 314: Award	..
,, ,, ..	,, ,, ..	21/7/05	VI, p. 168: Interpretation of award ..	..
,, ,, ..	,, ,, ..	1/5/07	VIII, p. 424: Interpretation of award ..	..
,, ,, ..	,, ,, ..	6/8/07	VIII, p. 488: Award	..
,, ,, ..	,, ,, ..	4/12/07	VIII, p. 1045: Interpretation of award	..
,, ,, ..	,, ,, ..	15/3/09	X, p. 104: Enforcement of award ..	..
,, ,, ..	,, ,, ..	15/3/09	X, p. 107: Enforcement of award involving interpretation	..

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† Subsequently extended to country districts. ‡ See also p. 803. § In Arbitration Court.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
WELLINGTON INDUSTRIAL DISTRICT—*continued.*				
Wellington City and suburbs ..	Typographers (Compositors) ..	5/7/12	XIII, pp. 505, 535: Enforcement of award†	..
Wellington City	,, (machines) ..	30/7/00	II, p. 85: Award	..
Whole district	,, ,, ..	14/4/04	V, p. 81: Award	..
,, ...	,, ,, ..	1/8/04	V, p. 199: Interpretation of award ..	..
,, ...	,, ,, ..	15/3/05	VI, p. 24: Interpretation of award ..	..
,, ...	,, ,, ..	23/4/06	VII, p. 189: Interpretation of award ..	..
,, ...	,, ,, ..	23/8/06	VII, p. 332: Interpretation of award ..	..
,, ...	,, ,, ..	19/2/07	VIII, p. 25: Interpretation of award ..	..
,, ...	,, ,, ..	2/9/07	VIII, p. 635: Interpretation of award ..	..
Wellington City and suburbs ..	,, ,, ..	2/8/07	VIII, p. 481: Award	..
,, ,, ..	,, ,, ..	8/4/08	IX, p. 222: Enforcement of award ..	..
,, ,, ..	,, ,, ..	17/2/09	X, p. 88: Interpretation of award ..	..
Country: Whole district except Wellington City and suburbs	,, (Compositors) ..	22/5/02	III, p. 299: Award	..
Ditto	,, ,, ..	28/11/02	III, p. 374: Interpretation of award ..	..
,, ...	,, ,, ..	6/8/07	VIII, p. 498: Award	..
,, ...	,, ,, ..	29/8/08	IX, p. 670: Enforcement of award ..	..
,, ...	,, (machines) ..	4/12/07	VIII, p. 1008: Award	..
,, ...	,, ,, ..	25/3/08	IX, p. 101: Interpretation of award ..	..
Dominion of New Zealand ..	,, ... x	31/10/12	XIII, p. 721: Award	..
Wharves, Port, and Harbour of Wellington	Wharf Labourers	21/11/01	III, p. 203: Award	..
Ditto	,, ...	23/11/03	IV, p. 357: Award	..
,, ...	,, ...	31/5/07	VIII, p. 360: Enforcement of award ..	..
,, ...	,, ...	24/3/08	IX, p. 91: Award	21/3/12
,, ...	,, ...	29/5/08	IX, p. 408: Adding parties to award ..	..
,, ...	,, ...	14/6/09	X, p. 442: Interpretation of award ..	..
,, ...	.. ..	23/9/10	XI, p. 452: Interpretation of award ..	..

,,	,,	25/7/11	XII, p. 757 : Enforcement of award	..
Wharves, Port, Harbour, and Roadstead of Napier	,,	25/4/04	V, p. 69 : Award	..
Ditto	,,	20/12/06	VII, p. 722 : Enforcement of award involving interpretation	..
,,	,,	19/12/07	VIII, p. 1038 : Award	..
,,	,,	17/9/08	IX, p. 608 : Enforcement of award	..
,,	,,	12/7/09	X, p. 546 : Enforcement of award	..
,,	,,	8/10/09	X, p. 634 : Interpretation of award	..
,,	,,	2/11/09	X, p. 729 : Adding parties to award	..
,,	,,	20/9/10	XI, pp. 456, 577 : Enforcement of award	..
,,	,, .. x	**18/1/12**	XIII, p. 26 : Agreement	..
Napier	Wool and Grain Store Employees x	**28/1/11**	XII, p. 7 : Agreement	..
Wellington City	,, ,, x	**9/3/11**	XII, p. 101 : Award	..
Wellington Woollen Manufacturing Company (Petone)	Woollen-mills Employees .. x	**6/4/12**	XIII, p. 100 : Award	..
Ditto	,,	16/9/12	XIII, p. 577 : Interpretation of award	..

MARLBOROUGH INDUSTRIAL DISTRICT.

Blenheim (30-mile radius)	Bricklayers	2/6/03	IV, p. 262 : Agreement	..
Whole district	Building Trades Employees .. x	**5/10/12**	XIII, p. 846 : Accepted recommendation of Conciliation Council	..
Blenheim (30-mile radius)	Carpenters, Painters, and Plumbers	21/12/03	V, p. 22 : Award	..
,, ,,	,, ,, ,,	15/11/12	XIII, pp. 1057, 1077 : Enforcement of award	..
Whole district	Drivers .. x	**7/5/12**	XIII, p. 331 : Award	..
,,	,,	8/9/12	XIII, pp. 851, 987 : Enforcement of award	..
Christchurch Meat Company (Limited), (Picton Works)	Freezing-works Employees .. x	**15/10/09**	XI, p. 1 : Agreement	..
Whole district	Labourers	30/11/07	VIII, p. 1052 : Award	11/7/12
,,	Shearers .. x	**6/8/12**	XIII, p. 567 : Agreement	..
,,	Shearing-shed Hands .. x	**6/8/12**	XIII, p. 571 : Agreement	..
Dominion of New Zealand	Typographers .. x	**31/10/12**	XIII, p. 721 : Award	..

† In Arbitration Court.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
	NELSON INDUSTRIAL DISTRICT.			
Nelson City	Bootmakers	24/7/99	I, p. 170 : Agreement	1/9/00
Nelson, Motueka, Upper Moutere, Wakefield, Brightwater, Riwaka, Richmond, Waimea West	Carpenters and Joiners	17/12/04	V, p. 362 : Award	..
Ditto	,, ,,	1/3/06	VII, p. 167 : Parties added to award	..
,,	,, ,,	2/8/07	VIII, p. 533 : Award	1/9/09†
,,	,, ,,	26/6/08	IX, p. 410 : Adding parties to award	..
Nelson City (30-mile radius)	,, ,, x	29/4/12	XIII, p. 338 : Award	..
Puponga Coal and Gold Mining Company of New Zealand (Limited)	Coal-miners	16/12/05	VII, p. 97 : Agreement	20/7/11
..	Drivers (see "Labourers and Drivers").			
Parapara Hydraulic Sluicing Company	Gold-miners	17/2/02	III, p. 398 : Award	19/5/04
Taitapu Gold Estates Company (Limited), and Golden Blocks Company	,,	7/10/03	IV, p. 345 : Recommendation	21/3/12
Nelson City	Labourers and Drivers	17/12/04	V, p. 370 : Award	..
,,	,, ,,	6/2/05	V, p. 387 : Amendment of award	..
,,	,, ,,	2/8/05	VI, p. 217 : Interpretation of award	..
,,	,, ,, x	2/8/07	VIII, p. 522 : Award‡	..
Nelson (30-mile radius)	Labourers (Builders' and General) x	25/11/12	XIII, p. 1061 : Award	..
Nelson City	Painters	19/10/03	V, p. 49 : Agreement	..
,, (6-mile radius)	,, x	15/6/10	XI, p. 251 : Award	..
,, ,,	,,	4/7/11	XII, p. 482 : Adding parties to award	..
Nelson (22-mile radius)	Plumbers, Gasfitters, and Sheet-metal Workers x	19/7/07	VIII, p. 426 : Award	..
,, ,,	Ditto	17/11/11	XII, p. 962 : Interpretation of award	..

Nelson Freezing Company	Slaughtermen	10/5/10	XI, p. 394: Agreement	1/2/13
Whole district	Tailors and Tailoresses	x **4/7/11**	XII, p. 441: Award	..
"	" "	x **23/3/12**	XIII, p. 338: Amendment of award	..
Dominion of New Zealand	Typographers	x **31/10/12**	XIII, p. 721: Award	..

WESTLAND INDUSTRIAL DISTRICT.

Whole district	Bakers and Pastrycooks	x **24/10/12**	XIII, p. 865: Award	..
Blackball Coal Company	Coal-miners	22/7/01	III, p. 401: Agreement	..
"	"	3/3/02	III, p. 421: Award	..
"	"	25/8/02	III, p. 426: Interpretation of award	..
"	"	27/11/08	IX, p. 788: Award	31/1/11
Greymouth-Point Elizabeth Railway and Coal Company	"	1/9/98	II, p. 163: Agreement	31/8/99
Ditto	"	1/10/99	II, p. 170: Agreement	30/9/00
"	"	13/11/01	III, p. 403: Agreement	..
"	"	1/11/02	III, p. 430: Agreement	..
"	"	23/12/03	V, p. 117: Agreement	..
"	"	x **15/6/10**	XI, p. 261: Award	..
"	"	25/11/10	XI, p. 641: Interpretation of award	..
"	"	20/9/10	XI, p. 459: Enforcement of award	..
North Brunner Coal Company	"	x **15/6/10**	XI, p. 257: Award	..
" "	"	27/2/11	XII, pp. 97, 500: Enforcement of award involving interpretation§	..
Seddonville State Colliery	"	26/2/06	VII, p. 168: Award	..
"	"	6/12/07	VIII, p. 1060: Award	..
"	"	1/6/09	X, p. 533: Agreement	17/8/11
Tyneside Colliery Company, Brunnerton	"	4/5/03	IV, p. 265: Agreement	..
Ditto	"	23/12/03	V, p. 31: Agreement	..
Tyneside Proprietary (Limited)	"	x **26/6/12**	XIII, p. 852: Agreement	..
Westport Coal Company, Denniston	"	23/9/96	I, p. 175: Award	20/9/97
Ditto	"	21/10/97	I, p. 185: Agreement	20/10/98

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† As the registration of the Nelson Carpenters, Joiners, and Trade Machinists' Union, one of the two unions bound by the award, was cancelled on 20/8/08, the award would appear to have ceased to exist (*vide* section 90 (1) (*d*) Industrial Conciliation and Arbitration Act, 1908). ‡ Labourers excluded by subsequent award. § In Arbitration Court.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
WESTLAND INDUSTRIAL DISTRICT—*continued.*				
Westport Coal Company, Denniston	Coal-miners	21/10/98	II, p. 164: Agreement	20/10/99
Ditto	"	23/12/99	I, p. 192: Agreement	..
"	"	3/3/02	III, p. 414: Award	..
"	"	23/3/07	VIII, p. 86: Award	7/4/09
"	"	17/12/07	VIII, p. 1074: Enforcement of award	..
Westport Coal Company, Granity Creek	"	21/10/97	I, p. 187: Agreement	20/10/98
Ditto	"	21/10/98	II, p. 166: Agreement	20/10/99
"	"	21/10/99	II, p. 171: Agreement	..
"	"	3/3/02	III, p. 409: Award	..
"	"	14/12/07	VIII, p. 1065: Award	8/12/10
"	"	25/3/08	IX, p. 90: Interpretation of award	..
"	"	5/3/09	X, p. 85: Interpretation of award	..
Westport Cardiff Coal Company, Seddonville	"	30/5/96	I, p. 173: Recommendation	No date.
Ditto	"	28/10/96	II, p. 161: Agreement	20/9/97
"	"	6/11/97	II, p. 162: Agreement	30/10/98
"	"	5/11/98	II, p. 168: Agreement	31/10/99
Brunner Collieries (Limited)	" x	20/8/12	XIII, p. 856: Agreement	..
Greymouth (5-mile radius)	Drivers	2/3/09	X, p. 36: Award	15/6/11
" "	"	23/6/10	XI, p. 592: Adding parties to award	..
Westport Coal Company, Denniston	Engine-drivers, Firemen, and Brakesmen	24/4/02	III, p. 429: Agreement	..
Ditto	Ditto	13/12/07	VIII, p. 1073: Enforcement of agreement	..
"	"	23/3/07	VIII, p. 93: Award	..
"	"	5/11/09	X, p. 766: Award	19/9/11
Point Elizabeth State Colliery	Engine-drivers and Firemen	10/8/09	X, p. 869: Agreement	..
" "	" "	10/7/11	XII, p. 648: Agreement	17/10/12

Consolidated Goldfields of New Zealand (Limited), Reefton	Gold-miners ..	..	23/9/96	I, p. 176: Award ..	30/6/97
A. McKay, Reefton ..	” ..	..	30/9/97	I, p. 183: Award ..	30/9/99
Consolidated Goldfields of New Zealand (Limited), Inkerman Combined Gold-mines (Limited), Welcome Gold-mining Company (Limited), and Keep-it-Dark Gold-mining Company (Limited)	” ..	..	30/9/97	I, p. 183: Award ..	30/9/99
Reefton district ..	” ..	..	21/1/00	I, p. 195: Award ..	..
” ..	” ..	..	23/1/02	III, p. 404: Agreement ..	..
” ..	” ..	..	6/5/07	VIII, p. 234: Award ..	..
” ..	” ..	..	4/12/07	VIII, p. 1072: Interpretation of award	..
” ..	” ..	.. x	**1/7/10**	XI, p. 310: Agreement ..	..
” ..	” ..	..	24/4/12	XIII, p. 495: Interpretation of agreement	..
” ..	” ..	..	24/4/12	XIII, pp. 496, 535: Enforcement of agreement†	..
” ..	” ..	.. x	**16/11/12**	XIII, p. 859: Agreement (supplementary to agreement dated 1st July, 1910)	..
Rimu and Woodstock districts ..	” ..	..	12/4/04	V, p. 94: Award ..	19/11/08
Greymouth (10-mile radius) ..	Ironworks Employees ..	.. x	**30/11/12**	XIII, p 1052: Award ..	..
Whole district ..	Tailors and Tailoresses	.. x	**25/2/11**	XII, p. 26: Award ..	..
” ..	” ”	..	22/4/12	XIII, p. 497: Adding party to award ..	..
John McLean and Sons (Limited), Otira	Tunnel Workers ..	.. x	**19/12/08**	IX, p. 879: Award ..	..
Ditto ..	” ..	..	8/10/09	X, p. 636: Interpretation of award ..	..
”	” ..	.. x	**30/8/09**	X, p. 868: Agreement (to be read with award)	..
” ..	” ..	..	24/2/11	XII, p. 500: Enforcement of award† ..	..
Whole district except Kumara and Charleston	Typographers ..	..	29/8/10	XI, p. 397: Award ..	..
Dominion of New Zealand ..	” ..	.. x	**31/10/12**	XIII, p. 721: Award ..	..
Port of Greymouth ..	Wharf Labourers ..	..	9/5/00	II, p. 174: Agreement ..	..
” ..	” ..	..	2/12/02	III, p. 432: Agreement ..	..

† In Arbitration Court.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
WESTLAND INDUSTRIAL DISTRICT—*continued.*				
Wharves, Port, and Harbour of Greymouth	Wharf Labourers x	28/6/06	VII, p. 237 : Award	..
Ditto	"	29/6/06	VII, p. 242 : Enforcement of agreement involving interpretation	..
"	"	19/7/06	VII, p. 303 : Interpretation of agreement	..
"	"	11/3/07	VIII, p. 95 : Interpretation of award ..	..
"	"	..	IX, p. 411 : Enforcement of award (hearing 10/6/08)	..
"	"	25/3/08	IX, p. 98 : Interpretation of award ..	..
"	"	25/3/08	IX, p. 99 : Interpretation of award ..	..
"	"	3/12/08	IX, p. 802 : Interpretation of award ..	..
Port of Westport	"	17/1/00	II, p. 172 : Agreement	..
Wharves, Port, and Harbour of Westport	"	20/3/07	VIII, p. 78 : Award	3/9/08
Ditto	"	25/3/08	IX, p. 69 : Interpretation of award ..	..
CANTERBURY INDUSTRIAL DISTRICT.				
Not stated	Aerated-water Workers and other Bottlers	27/8/06	VII, p. 357 : Award	..
"	Ditto	31/1/07	VIII, p. 31 : Concurrence in award ..	..
"	"	24/6/07	VIII, p. 373 : Interpretation of award ..	..
"	"	21/2/08	IX, p. 807 : Adding parties to award ..	..
Christchurch (10-mile radius) ..	" x	3/12/09	X, p. 846 : Award	..
Christchurch and Lyttelton ..	Aerated-water Carters ..	19/8/07	VIII, p. 575 : Award	..
" ..	"	4/12/07	VIII, p. 1097 : Interpretation of award	..
" ..	"	9/10/08	IX, p. 625 : Interpretation of award ..	..
" ..	"	2/12/09	X, p. 836 : Adding parties to award ..	..
Christchurch (21-mile radius) ..	" x	28/11/10	XI, p. 609 : Award	..

. .	Agricultural and Pastoral Labourers (see "Threshing-millers").			
. .	Bacon-curers (see "Meat-preservers" and "Freezing-works, &c., Employees").			
Not stated	Bakers	11/10/98	I, p. 237 : Awards (2)	13/6/99
Christchurch City and suburbs . .	"	17/1/00	I, p. 288 : Award	. .
North Canterbury	"	27/5/03	IV, p. 245 : Award	. .
Ashburton and vicinity . .	"	16/5/99	I, p. 262 : Recommendation	15/5/00
North Canterbury	"	10/12/03	V, p. 33 : Recommendation *re* country employers	. .
"	"	11/8/04	V, p. 236 : Recommendation	. .
"	"	26/8/04	V, p. 237 : Recommendation	. .
"	"	25/6/10	XI, pp. 222, 371 : Enforcement involving decision *re* scope of award	. .
"	"	21/11/11	XII, p. 891: Amendment of award . .	. .
Christchurch (10-mile radius) . .	" (Pastrycooks)	18/6/08	IX, p. 377 : Award	. .
" " . .	" " . .	21/11/11	XII, p. 891 : Amendment of award . .	. .
South Canterbury	" and Pastrycooks . .	10/10/02	III, p. 545 : Agreement	. .
"	" "	19/9/06	VII, p. 361 : Award	. .
"	" "	26/9/06	VIII, p. 32 : Concurrence in award . .	. .
"	" "	25/1/07	VIII, p. 32 : Concurrence in award . .	. .
"	" "	13/8/07	VIII, p. 606 : Adding parties to award	. .
Whole district	" " x	29/11/12	XIII, p. 1038 : Award	. .
Christchurch and suburbs . .	Blacksmiths and Farriers . .	13/1/04	V, p. 64 : Agreement	9/5/07
Christchurch and Lyttelton . .	Boilermakers	2/9/07	VIII, p. 645 : Award	. .
" . .	"	11/4/08	IX, p. 241 : Interpretation of award . .	. .
Whole district	" x	27/5/11	XII, p. 331 : Award	. .
Christchurch (10-mile radius) and Timaru	Bookbinders x	21/8/07	VIII, p. 560 : Award	. .
Ditto	" x	21/11/11	XII, p. 938 : Amendment of award . .	. .

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
CANTERBURY INDUSTRIAL DISTRICT—*continued.*				
Not stated	Bootmakers	3/12/96	I, pp. 203, 214 : Award	31/12/97
,, ...	,, ...	13/7/97		
Christchurch (also Dunedin and Wellington)	,, ...	9/9/98	I, pp. 240, 369 : Award	1/9/00
Ditto	,, ...	24/2/99	I, p. 251 : Award adding parties ..	1/9/00
,, ...	,, ...	29/1/00	I, p. 301 : Agreement extending award..	1/9/00
Christchurch City	,, ...	4/5/01	II, p. 211 : Award	..
Canterbury (also Auckland, Wellington, and Otago and Southland Industrial Districts)	,, ...	24/9/03	IV, p. 323 : Award	..
Ditto	,, ...	3/8/04	V, p. 243 : Concurrence in award ..	..
,, ...	,, ...	21/11/05	VI, p. 390 : Award	..
,, ...	,, ...	16/12/05	VII, p. 41 : Concurrence in award ..	..
,, ...	,, ...	26/4/06	VII, p. 191 : Interpretation of award ..	..
,, ...	,, ...	23/5/06	VII, p. 228 : Concurrence in award ..	..
,, ...	,, ...	29/8/06	VII, p. 415 : Enforcement of award involving interpretation	..
,, ...	,, ...	10/8/07	VIII, p. 601 : Award *re* female operatives	..
,, ...	,, ...	12/6/09	X, p. 293 : Award *re* female operatives..	..
,, ...	,, ...	2/9/09	X, p. 705 : Enforcement of award *re* female operatives	..
,, ...	,, ...	18/6/09	X, p. 285 : Award *re* male operatives ..	..
,, ...	,, ...	7/12/09	X, pp. 836, 837 : Adding parties to awards *re* male and female operatives	..
,, ...	,, ...	18/3/10	XI, p. 81 : Enforcement involving interpretation of award *re* female operatives	..
,, ...	,, ...	17/1/10 16/5/10	XI, pp. 120, 224 : Enforcement of award *re* female operatives	..
,, ...	.. ..	25/11/10	XI, p. 642 : Interpretation of award *re* female operatives	..

,,	,,	16/2/11	XII, p. 269: Enforcement of award *re* female operatives	..
..	,,	20/6/11	XII, pp. 437, 765: Enforcement of award *re* female operatives	..
,,	,,	25/4/11	XII, p. 504: Enforcement of award *re* male operatives	..
Canterbury, also Northern (except Gisborne District), Taranaki, Wellington, Canterbury, and Otago and Southland Districts	,, .. x	16/7/12	XIII, p. 458: Award *re* female operatives	..
Ditto	,, .. x	16/7/12	XIII, p. 464: Award *re* male operatives	..
,,	,,	15/11/12	XIII, p. 1047: Adding parties to award *re* female operatives	..
,,	,,	15/11/12	XIII, p. 960: Adding parties to award *re* male operatives	..
Christchurch City and suburbs	,, (Retailers, &c.)	16/12/07	VIII, p. 1085: Award	..
Christchurch (10-mile radius) †	,, ,, .. x	8/12/09	X, p. 819: Award	..
,, ,,	,, ,,	5/3/10	XI, p. 72: Adding parties to award	..
Christchurch City	Boxmakers	26/7/04	V, p. 205: Agreement	31/8/07
Whole district	Bricklayers	10/10/07	VIII, p. 694: Award	..
,,	,,	10/12/07	VIII, p. 1100: Adding party to award	..
,	,,	26/2/09	X, p. 458: Adding parties to award	..
,,	,, .. x	17/2/11	XII, p. 65: Award	..
,,	,,	6/9/12 25/9/12	XIII, pp. 599, 989: Enforcement of award‡	..
..	Brewery Employees (see "Maltsters").			
North Canterbury, including Ashburton	Brickmakers	11/10/02	III, p. 542: Award	..
Ditto	,,	1/8/06	VII, p. 304: Award	..
Whole district	,, .. x	16/5/10	XI, p. 227: Award	..
,,	,,	15/4/12	XIII, p. 182: Adding parties to award	..
..	Builders' Labourers (see "Labourers").			
Christchurch and suburbs, and Lyttelton	Butchers	14/8/01	III, p. 455: Award	..
Ditto	,,	8/4/05	VI, p. 62: Interpretation of award	..
,,	,,	18/10/05	VI, p. 325: Recommendations	..

† Extended to Timaru and Ashburton. (See Vol. xi, p. 72.)

‡ In Arbitration Court.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
CANTERBURY INDUSTRIAL DISTRICT—*continued.*				
Christchurch (10-mile radius) ..	Butchers x	29/6/08	IX, p. 392 : Award	..
,, ,, ..	,, ...	2/12/12	XIII, p. 955 : Interpretation of award ..	..
Beyond 10 miles and within 20 miles of Christchurch General Post-office	,, ...x	16/7/10	XI, p. 321 : Award	..
Not stated	Carpenters and Joiners ..	13/7/97	I, p. 217 : Award	5/7/98
,, ...	,, ,, ..	2/6/98	I, p. 226 : Award	..
,, ...	,, ,, ..	17/1/00	I, p. 293 : Award	..
,, ...	,, ,, ..	8/8/02	III, p. 499 : Recommendation ..	..
Christchurch, Ashburton, and country districts north of Ashburton	,, ,, ..	24/11/04	VI, p. 7 : Agreement	..
Ditto	,, ,, ..	11/1/05	VI, p. 62 : Concurrence in agreement ..	..
,, ...	,, ,, ..	20/3/05		
,, ...	,, ,, ..	10/10/05	VI, p. 319 : Award (in terms of agreement)	..
,, ...	,, ,, ..	13/8/06	VII, p. 388 : Adding parties to award ..	..
Rangiora	,, ,, ..	10/10/98	I, p. 236 : Award	5/7/99
,, ...	,, ,, ..	20/5/99	I, p. 265 : Recommendation adding parties	5/7/99
Rangiora, Kaiapoi, and other places in North Canterbury	,, ,, ..	1/9/99	I, p. 272 : Agreement	..
Ditto	,, ,, ..	17/1/00	I, p. 298 : Award	..
,, ...	,, ,, ..	14/10/02	III, p. 549 : Agreement	..
,, ...	,, ,, ..	15/5/03	IV, p. 225 : Award supplementary to agreement	..
North of Waimakariri River ..	,, ,, ..x	15/2/11	XII, p. 20 : Award	..
Between Rangitata River and Waimakariri River	,, ,, ..	1/7/08	IX, p. 432 : Award	..
Ditto	,, ..	3/12/08	IX, p. 804 : Interpretation of award ..	..

,,	,,		..	IX, p. 837 : Enforcement of award. (Hearing, 27/11/08)
,,	,,		7/10/09	X, p. 633 : Interpretation of award
,,	,,		9/12/09	X, p. 851 : Interpretation of award
,,	,,		5/3/10	XI, p. 64 : Adding parties to award
,,	,,		5/3/10	XI, p. 63 : Amendment of award
,,	,,	x	22/11/11	XII, p. 899 : Award
,,	,,		9/2/12	XIII, p. 66 : Interpretation of award
Timaru	,,		4/12/02	III, p. 565 : Recommendation
South of Rangitata River	,,		21/9/06	VII, p. 379 : Award
,, ,,	,,		1/8/08	IX, p. 528 : Enforcement of award
,, ,,	,,		9/12/09	X, p. 852 : Interpretation of award
,, ,,	,,	x	12/12/10	XI, p. 618 : Award
,, ,,	,,		27/11/11	XII, p. 910 : Interpretation of award
,, ,,	,,		6/12/11	XIII, p. 286 : Enforcement of award
,, ,,	,,	x	19/4/12	XIII, p. 346 : Amendment of award
,, ,,	,,		16/10/12	XIII, pp. 957, 1079 : Enforcement of award†
Christchurch City	Coachbuilders		27/5/01	II, p. 215 : Recommendation
Whole district	,,		10/3/02	III, p. 484 : Recommendation extending award
,,	,,		20/9/04	V, p. 291 : Agreement
,,	,,		27/8/06	VII, p. 332 : Award
,,	,,	x	18/11/12	XIII, p. 961 : Award
Homebush Colliery, Glentunnel	Coal-miners	x	14/12/07	VIII, p. 1094 : Agreement
Christchurch City and suburbs	Confectionery, Biscuit, and Fruit-preserving Employees	x	1/3/10	XI, p. 13 : Award
,, ,,	Ditto	x	21/11/11	XII, p. 891 : Amendment of award
Not stated	Curriers		15/8/01	III, p. 466 : Award
Whole district	,,		1/10/04	V, p. 278 : Award
Christchurch (10-mile radius)	,,		16/12/07	VIII, p. 1080 : Award
Whole district	,,	x	25/3/12	XIII, p. 56 : Award
Whole district	Cycle Workers		17/10/02	III, p. 551 : Award
,,	,,	x	14/7/09	X, p. 363 : Award

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† In Arbitration Court.

Accepted Recommendations, Agreements, Awards, Interpretations, etc.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
CANTERBURY INDUSTRIAL DISTRICT—*continued.*				
Whole district	Cycle-workers	22/11/10	XI, p. 614 : Adding parties to award	..
,,	,,	26/7/10	XI, pp. 372, 377 : Enforcement of award	..
Christchurch and surrounding districts	Dairymen's Employees x	**27/8/06**	VII, p. 337 : Award	..
Ditto	,,	21/8/07	VIII, p. 591 : Adding parties to award	..
North Canterbury, including Ashburton	Dairymen's Employees (creameries and factories) x	**22/8/07**	VIII, p. 585 : Award	..
Christchurch (5-mile radius)	Drivers (see also "Aerated-water Carters")	9/10/02	III, p. 531 : Award	..
,, ,,	Ditto	20/10/04	V, p. 305 : Interpretation of award	..
,, ,,	,,	14/7/05	VI, p. 170 : Interpretation of award	..
,, ,,	,,	10/10/05	VI, p. 333 : Interpretation of award	..
Christchurch City, and within 10 miles of city boundary	,,	25/8/06	VII, p. 341 : Award	..
Ditto	,,	19/8/07	VIII, p. 667 : Adding parties to award, subject to conditions specified	..
,,	,,	18/10/07	VIII, p. 706 : Amending order *re* adding parties	..
,,	,,	4/11/08	IX, p. 769 : Interpretation of award	..
Christchurch (10-mile radius)	,,	18/12/08	IX, p. 845 : Award	..
,, ,,	,,	26/2/09	X, p. 92 : Enforcement of award	..
,, ,,	,,	26/2/09	X, p. 109 : Adding parties to award	..
,, ,,	,,	27/3/09	X, p. 227 : Interpretation of award	..
,, ,,	,,	10/7/09	X, p. 459 : Adding parties to award	..
,, ,,	,,	12/5/10	XI, p. 226 : Adding parties to award	..
,, ,,	,,	26/7/10	XI, p. 378 : Adding parties to award	..
,,	,, x	**22/11/11**	XII, p. 818 : Award *re* motor-car and taxi-cab drivers	..
,,	,, x	**18/10/12**	XIII, p. 808 : Award	..

Christchurch Corporation ..	„ x	**25/3/12**	XIII, p. 54 : Award	..
„ „ ..	„	6/9/12	XIII, p. 600 : Interpretation of award ..	..
Ashburton County	„ x	**11/3/07**	VIII, p. 105 : Recommendations ..	..
Timaru (10-mile radius) ..	„ x	**14/3/10**	XI, p. 30 : Award	..
„ „ ..	„	8/8/10	XI, p. 379 : Adding parties to award ..	..
„	Dressmakers, Tailoresses, and Shirtmakers	17/5/02	III, p. 485 : Agreement	19/7/06
..	Electric Tramways (see "Tramways").			
Christchurch (10-mile radius) ..	Engine-drivers and Firemen ..	5/5/03	IV, p. 217 : Award	..
Whole district	„ „ ..	26/10/06	VII, p. 548 : Award	..
„	„ „ ..	1/5/07	VIII, p. 249 : Interpretation of award ..	..
„	„ „ ..	24/6/07	VIII, p. 374 : Interpretation of award ..	..
„	„ „ ..	10/12/07	VIII, p. 1099 : Adding parties to award	..
„	„ „ ..	4/11/08	IX, p. 770 : Interpretation of award ..	..
„	„ „ ..	26/2/09	X, p. 27 : Award	..
„	„ „ ..	2/12/09	X, p. 835 : Adding parties to award ..	..
„	„ „ ..	5/3/10	XI, p. 65 : Adding parties to award ..	..
„	„ „ ..	15/4/12	XIII, p. 183 : Adding parties to award ..	..
„	„ „ .. x	**18/11/12**	XIII, p. 968 : Award	..
Canterbury Frozen Meat and Dairy-produce Export Company, and Christchurch Meat Company	„ „ .. x	**26/10/11**	XII, p. 816 : Agreement *re* firemen and greasers	..
Christchurch and Lyttelton ..	Engineers	14/7/98	I, p. 232 : Award	30/4/00
Whole district	„ x	**19/12/10**	XI, p. 749 : Award	..
„	„	15/2/11	XII, p. 93 : Adding parties to award ..	..
„	„	25/11/11	XII, p. 911 : Interpretation of award ..	..
„	„	9/2/12	XIII, p. 65 : Interpretation of award ..	..
„	„	3/4/12	XIII, p. 185 : Interpretation of award ..	..
..	Farriers (see "Blacksmiths and Farriers").			
Christchurch and North Canterbury	Flax and Twine Mills (see also "Rope, Twine," &c.)	21/9/04	V. p. 298 : Recommendation	19/7/06
South Canterbury	Ditto	28/1/05	VI, p. 15 : Recommendation extending award	19/7/06

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
	CANTERBURY INDUSTRIAL DISTRICT—*continued.*			
..	Flour-millers (see also "Millers").			
Whole district	Freezers (see also "Meat-preservers")	10/10/02	III, p. 538 : Award	..
,,	Ditto	29/8/07	VIII, p. 638 : Award	..
,,	,,	26/7/10	XI, p. 377 : Amendment of award	..
Christchurch Meat Company, Canterbury Frozen Meat and Dairy-produce Export Company, and New Zealand Provision and Produce Company	Freezing-works, Bacon, and Manure Employees x	6/2/11	XII, p. 10 : Agreement	..
Ditto	Ditto	26/5/11	XII, p. 368 : Adding parties to agreement	..
Whole district	,, (*re* Bacon-curers) x	27/5/11	XII, p. 355 : Award	..
,,	,, ,,	21/11/11	XII, p. 821 : Adding party to award	..
Not stated	,, (*re* Soap-workers) x	22/11/11	XII, p. 924 : Award	..
Christchurch City and suburbs	Furniture Trade	15/11/97	I, p. 219 : Recommendation	31/12/98
,, ,,	,,	9/3/99	I, p. 258 : Award	..
Christchurch (25-mile radius)	,,	30/8/02	III, p. 517 : Award	..
,, ,,	,,	21/6/06	VII, p. 244 : Award	..
,, ,,	,,	6/5/07	VIII, p. 250 : Interpretation of award	..
,, ,,	,,	1/6/07	VIII, p. 374 : Interpretation of award	..
,, ,,	,,	–/7/07	VIII, p. 434 : Concurrence in award	..
,, ,,	,,	3/8/07	VIII, p. 616 : Enforcement of award	..
,, ,,	,,	4/11/08	IX, p. 769 : Interpretation of award	..
Whole district	,,	4/10/09	X, p. 594 : Award	..
,,	,,	9/12/09	X, p. 852 : Interpretation of award	
,,	,,	13/7/10	XI, p. 320 : Amendment of award	..
,,	,,	22/11/10	XI, p. 606 : Adding parties to award	..
,,	,,	4/2/10	XI, p. 122 : Enforcement of award	..
,,	,,	13/5/10	XI, p. 285 : Enforcement of award	..

,,	,, x	**3/7/12**	XIII, p. 412: Award	..
,,	,,	23/8/12	XIII, p. 989: Enforcement of award	..
,,	Gardeners	21/5/03	IV, p. 227: Award	..
,,	,,	29/7/04	V, p. 241: Adding parties to award	..
,,	,,	6/9/04	V, p. 303: Interpretation	..
,,	,,	20/10/06	VII, p. 542: Award	..
,,	,, x	**5/12/11**	XII, p. 809: Award	..
Christchurch Gas, Coke, and Coal Company (Limited)	Gas Stokers and Cokers x	**28/8/07**	VIII, p. 654: Award	..
Ditto	,, ,,	25/8/10	XI, p. 589: Interpretation of award	..
Christchurch (5-mile radius)	Grocers' Assistants	9/12/02	III, p. 525: Award	..
,, ,,	,,	21/9/06	VII, p. 371: Award	..
,, ,,	,,	17/12/08	IX, p. 886: Interpretation of award	..
,, ,,	,, x	**16/3/10**	XI, p. 36: Award	..
Christchurch and suburbs	Hairdressers and Tobacconists' Assistants	19/8/01	III, p. 469: Award	..
,,	Ditto	12/10/03	V, p. 119: Agreement	..
,,	,,	11/7/05	VI, p. 225: Interpretation of agreement	..
,,	,,	8/2/06	VII, p. 50: Interpretation of agreement	..
,,	,,	19/2/07	VIII, p. 30 or p. 117: Interpretation of agreement	..
,,	,,	19/12/06	VII, p. 762: Award	..
,,	,,	28/8/07	VIII, p. 683: Amendment of award	..
,,	,,	28/8/07	VIII, p. 684: Adding party to award	..
,,	,, x	**2/9/12**	XIII, p. 826: Accepted recommendation of Conciliation Council	..
..	Hosiery-workers (see "Woollen-mill Employees").			
Electoral Districts of Christchurch North, South, and East	Hotel and Restaurant Employees (Hotel Employees)	6/5/08	IX, p. 252: Award	..
Ditto	Ditto	9/12/08	IX, p. 863: Adding parties to award	..
,,	,,	14/6/09	X, p. 442: Interpretation of award	..
,,	,,	8/3/10	XI, p. 76: Agreement supplementary to award	..

Accepted Recommendations, Agreements, Awards, Interpretations, etc.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
CANTERBURY INDUSTRIAL DISTRICT—*continued.*				
Electoral Districts of Christchurch North, South, and East, and Boroughs of Lyttelton, New Brighton, Sumner, and Woolston	Hotel and Restaurant Employees (Hotel Employees) x	1/6/11	XII, p. 358 : Agreement	..
Ditto	Ditto	2/7/12 8/7/12	XIII, pp. 510, 536 : Enforcement of award†	..
Timaru and Washdyke	” x	20/4/12	XIII, p. 173 : Award	..
Christchurch (10-mile radius)	Ditto (Restaurant, Tea-room, and Oyster-saloon Employees) x	11/12/08	IX, p. 822 : Award	..
” ”	Ditto x	2/12/09	X, p. 819 : Amendment of award	..
” ”	”	2/12/09	X, p. 833 : Adding parties to award	..
Not stated	Labourers (Builders')	19/9/00	II, p. 182 : Recommendation	..
”	” ”	29/9/00	II, p. 188 : Agreement	..
”	” ”	20/6/02	III, p. 494 : Agreement	..
Christchurch, Lyttelton, Kaiapoi, Rangiora, and Ashburton	” ”	20/8/06	VII, p. 345 : Award	..
Ditto	” ”	20/8/06	VII, p. 383 : Adding parties to award	..
”	” ”	(No date)	VIII, p. 435 : Enforcement of award	..
”	” ”	25/8/08	IX, p. 516 : Amendment of award affecting Ashburton	..
Whole district	” (Builders' and General) x	15/7/09	X, p. 317 : Award	..
”	” ” ”	20/12/09	X, p. 895 : Adding parties to award	..
”	” ” ”	9/3/10	XI, pp. 74, 124 : Enforcement of award	..
”	” ” ”	10/5/10	XI, p. 225 : Interpretation of award	..
”	” ” ”	22/11/10	XI, p. 614 : Adding parties to award	..
”	” ” ”	21/11/11	XII, p. 820 : Adding party to award	..
Christchurch, Rangiora, and Ashburton	” in Grain-stores, &c.	13/7/08	IX, p. 452 : Award	..

1912—iii—Awards.

North of Rangitata River (excluding Lyttelton)	,, ,, .. x	**14/3/10**	XI, p. 46: Award	..
Within 10-mile radius of Timaru, Temuka, and Waimate	,, ,, ..	20/12/09	X, p. 892: Award	..
South Canterbury	,, ,, .. x	**3/1/12**	XIII, p. 62: Agreement	..
,, ...	,, ,, ..	24/7/12	XIII, p. 537: Enforcement of award ..	..
Christchurch (30-mile radius) and Timaru (5-mile radius)	Labourers in Quarries (see also "Quarrymen") x	**6/12/09**	X, p. 805: Award	..
Christchurch and Lyttelton ..	Lithographic and Letterpress Printers' Machinists	19/8/01	III, p. 474: Award	..
,, ..	Ditto	20/6/05	VI, p. 120: Award	..
,, ..	,, ...	27/9/06	VII, p. 511: Interpretation of award ..	..
Christchurch (10-mile radius) ..	,, ...	25/2/11	XII, p. 87: Award	..
,, ,, ..	,, ...	20/5/11	XII, p. 369: Interpretation of award ..	..
,, ,, ..	,, ...	5/10/11	XII, p. 641: Interpretation of award ..	..
,, ,, ..	.. ..	21/11/11	XII, p. 938: Amendment of award ..	..
Canterbury (also Northern, Wellington, and Otago and Southland Districts)	 x	**25/10/12**	XIII, p. 788: Award	..
Christchurch City and adjacent boroughs	Livery-stable Workers ..	22/9/04	V, p. 288: Award	..
Ditto	,, ..	20/10/04	V, p. 304: Interpretation of award ..	..
,, ...	,, ..	2/5/05	VI, p. 63: Interpretation of award ..	..
Christchurch, Lyttelton, and Kaiapoi	,, ..	22/8/07	VIII, p. 579: Award	15/6/11
Christchurch and suburbs ..	Maltsters and Brewery Employees	16/10/06	VII, p. 507: Award	..
,, ..	,, ,,	15/12/06	VII, p. 774: Amendment of award ..	..
,, ..	,, ,,	21/1/07	VIII, p. 31: Concurrence in award ..	..
Whole district	,, ,,	24/2/09	X, p. 23: Award	..
,, ...	,, ,, x	**4/7/12**	XIII, p. 506: Agreement	..
South Canterbury	Manure, Tallow, and Freezing Works' Labourers	20/6/05	VI, p. 113: Award	25/6/08

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† In Arbitration Court.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
	CANTERBURY INDUSTRIAL DISTRICT—*continued.*			
North Canterbury	Manure, Tallow, Oleo, and Freezing Works' Labourers (see also "Freezing-works, &c., Employees")	31/8/07	VIII, p. 663 : Award	30/9/08
Not stated	Ditto	11/12/08	IX, p. 819 : Award	..
"	"	26/7/10	XI, p. 377 : Amendment of award	..
Whole district	Meat-preservers (see also "Freezing-works, &c., Employees")	2/9/07	VIII, p. 651 : Award	..
"	Ditto	5/10/09	X, p. 632 : Interpretation of award	..
"	"	26/7/10	XI, p. 377 : Amendment of award	..
"	" (Bacon-curers, &c.)	13/12/07	VIII, p. 1077 : Award	..
"	" "	26/7/10	XI, p. 377 : Amendment of award	..
Not stated	Metal-workers' Assistants	17/10/02	III, p. 558 : Award	..
Christchurch (30-mile radius)	"	24/6/08	IX, p. 388 : Award	..
" "	" x	**15/2/11**	XII, p. 83 : Award	..
" "	"	21/11/11	XII, p. 675 : Adding parties to award	..
" "	"	28/7/11	XII, p. 761 : Enforcement of award	..
Whole district	Millers, Engine-drivers, and Mill Employees	2/8/00	II, p. 179 : Agreement	..
"	Ditto	27/5/03	IV, p. 241 : Award	..
"	"	6/9/07	VIII, p. 682 : Interpretation of award	..
"	"	2/12/08	IX, p. 796 : Award	..
"	"	18/12/08	IX, p. 861 : Adding parties to award	..
"	" x	**27/5/11**	XII, p. 334 : Award	..
Christchurch City	Moulders	12/6/02	III, p. 488 : Award	..
Whole district	"	7/8/05	VI, p. 219 : Award	..
Christchurch (10-mile radius)	"	4/7/08	IX, p. 444 : Award	..
Whole district	" x	**2/12/12**	XIII, p. 950 : Award	..
Christchurch (5-mile radius)	Musicians x	**18/11/12**	XIII, p. 946 : Award	..

Whole district	Musterers and Packers		20/8/08	IX, p. 499 : Award	..
,,	,, ,,		3/12/08	IX, p. 803 : Interpretation of award	..
,,	,, ,,	x	**18/4/12**	XIII, p. 165 : Award	..
Christchurch City	Painters		13/7/97	I, pp. 212, 219 : Award	30/5/98
,,	,,		24/2/99	I, p. 248 : Award	..
,,	,,		10/5/00	I, p. 307 : Agreement adding parties	..
,,	,,		14/8/01	III, p. 451 : Award	..
,,	,,		24/10/03	IV, p. 369 : Agreement	..
,,	,,		18/1/04	V, p. 42 : Concurrence in agreement	..
,,	,,		1/2/04	V, p. 103 : Concurrence in agreement	..
,,	,,		21/6/04	V, p. 180 : Concurrence in agreement	..
Christchurch (10-mile radius)	,,		8/12/05	VI, p. 396 : Award	..
,, ,,	,,		4/5/06	VII, p. 191 : Concurrence in award	..
,, ,,	,,		13/8/06	VII, p. 387 : Parties added to award	..
,, ,,	,,	x	**25/11/11**	XII, p. 930 : Award	..
South Canterbury	,,		23/8/04	V, p. 238 : Recommendation	..
,,	,,		18/12/06	VII, p. 768 : Recommendation	..
South of Rangitata River	,,		13/9/07	VIII, p. 677 : Award	..
,, ,,	,,	x	**14/3/10**	XI, p. 50 : Award	..
,, ,,	,,	x	**21/11/11**	XII, p. 938 : Amendment of award	..
,, ,,	,,		7/3/11	XII, pp. 25, 504. Enforcement of award involving interpretation†	..
Town of Ashburton	,,	x	**12/4/06**	VII, p. 174 : Award	..
,,	,,		30/8/06	VII, p. 387 : Parties added to award	..
,,	,,		10/5/10	XI, p. 225 : Interpretation of award	..
,,	,,		24/2/11	XII, pp. 95, 503 : Enforcement of award involving interpretation†	..
Christchurch City	Plasterers		13/8/01	III, p. 448 : Agreement	..
,,	,,		1/1/04	V, p. 40 : Amended agreement	..
Christchurch (10-mile radius)	,,		21/8/07	VIII, p. 569 : Award	..
,, ,,	,,		10/12/07	VIII, p. 1105 : Adding parties to award	..
,, ,,	,,	x	**9/12/09**	X, p. 825 : Award	..
,, ,,	,,		5/3/10	XI, p. 64 : Adding parties to award	..
,, ,,	,,		22/11/10	XI, p. 613 : Adding parties to award	..

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† In Arbitration Court.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
	CANTERBURY INDUSTRIAL DISTRICT—*continued.*			
Christchurch (10-mile radius) ..	Plasterers	24/1/12	XIII, p. 285: Enforcement of award ..	..
Christchurch City	Plumbers and Gasfitters ..	17/1/00	I, p. 283: Award	..
Christchurch (25-mile radius) ..	" " .. x	**11/12/08**	IX, p. 809: Award	..
South Canterbury	" " ..	21/1/05	VI, p. 13: Recommendation	18/4/07
"	" " .. x	**29/11/10**	XI, p. 599: Award	..
"	" " ..	21/11/11	XII, p. 975: Enforcement of award† ..	..
Christchurch (30-mile radius) ..	Quarrymen (see also "Labourers")	22/9/06	VII, p. 368: Award	14/9/08
" " ..	"	29/10/06	VII, p. 512: Amendment of award ..	..
Christchurch City	Range-workers	17/10/02	III, p. 555: Award	..
"	"	10/2/05	VI, p. 40: Agreement	..
"	" x	**11/12/08**	IX, p. 815: Award	..
Whole district	Rattan and Wicker Workers ..	21/3/07	VIII, p. 101: Award	..
"	" " ..	4/9/07	VIII, p. 937: Adding party to award ..	..
"	" " .. x	**10/7/09**	X, p. 357: Award	..
..	Restaurant Employees (see "Hotel and Restaurant Employees").			
Whole district	Rope, Twine, and Flax Mill Employees (see also "Flax and Twine Mills")	3/12/09	X, p. 842: Award	1/12/12
Not stated	Saddlers	28/3/01	II, p. 200: Recommendation	..
Whole district	"	21/8/07	VIII, p. 551: Award	..
"	"	(No date)	VIII, p. 1097: Interpretation of award	..
"	"	12/7/09	X, p. 349: Award	..
"	" x	**27/5/11**	XII, p. 341: Award	..
"	"	15/4/12	XIII, p. 183: Adding parties to award	..
"	Shearers	2/12/02	III, p. 562: Award	..
"	"	12/3/06	VII, p. 102: Award	..
"	"	13/8/06	VII, p. 390: Parties added to award ..	..

,,	,,	8/9/08	IX, p. 554 : Award	
,,	,, x	**24/9/10**	XI, p. 444 : Award	
,,	,,	3/4/12	XIII, pp. 186, 286 : Enforcement of award	
,,	,, (shed hands) x	**22/11/11**	XII, p. 919 : Award	
,, (freezing-works)	Slaughtermen	14/8/01	III, p. 460 : Award	
,, (abattoirs)	,,	31/1/04	V, p. 101 : Agreement	
,, (freezing-works)	,,	15/2/04	V, p. 97 : Agreement	
,, ,,	,,	20/4/07	VIII, p. 244 : Agreement	
,, (abattoirs)‡	,,	5/9/07	VIII, p. 698 : Agreement	16/1/13
Christchurch City (abattoirs)	,, x	**25/11/11**	XII, p. 927 : Agreement	20/9/14
Whole district (freezing-works)	,,	7/7/08	IX, p. 450 : Award	
,, ,,	,,	2/2/10	XI, p. 18 : Agreement	17/1/13
,,	Slaughtermen's Assistants	20/6/05	VI, p. 116 : Award	
,,	,,	30/8/07	VIII, p. 656 : Award	
,,	,, x	**9/4/10**	XI, p. 187 : Award	
,,	,, x	**26/7/10**	XI, p. 377 : Amendment of award	
	Soap-workers (see also "Freezing-works. &c., Employees.")			
Port of Lyttelton	Stevedores	1/7/02	III, p. 496 : Agreement	
,,	,,	15/8/04	V, p. 294 : Agreement	
,,	,,	23/8/07	VIII, p. 594 : Award	
,,	,,	20/12/07	VIII, p. 1105 : Adding parties to award	
,,	,,	11/6/08	IX, p. 414 : Interpretation of award	
,,	,,	2/12/09	X, p. 834 : Adding parties to award	
,,	,,	23/11/10	XI, p. 593 : Award	1/12/11
Not stated	Stonemasons	18/12/02	III, p. 566 : Agreement	
Christchurch, Lyttelton, and Ashburton	,,	1/8/06	VII, p. 308 : Award	
Christchurch and Lyttelton	,,	12/7/09	X, p. 340 Award	
Whole district	,, x	**4/3/12**	XIII, p. 420 : Accepted recommendation of Conciliation Council	
,,	,, (Monumental Masons) x	**13/8/09**	X, p. 518 : Award	

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† In Arbitration Court.

‡ Christchurch City excluded by later agreement.

Accepted Recommendations, Agreements, Awards, Interpretations, etc.—*continued.*

CANTERBURY INDUSTRIAL DISTRICT—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
Christchurch (also Wellington and Dunedin)	Tailoresses (factories)	14/5/02	III, pp. 485, 706 : Award	..
Ditto	,, ,, ...	6/9/04	V, p. 303 : Interpretation of award ..	..
Canterbury District (also Wellington and Otago and Southland Districts)	,, ,, ...	21/12/05	VI, pp. 402, 409 : Award	..
Ditto	,, ,, ...	19/7/06	VII, p. 254 : Interpretation of award ..	..
,, ...	,, ,, ...	1/8/06	VII, p. 387 : Parties added to award ..	..
,, ...	,, ,, ...	11/10/06	VII, p. 512 : Enforcement of award involving interpretation	..
,, ...	,, ,, ...	3/12/06	VII, pp. 775, 789 : Interpretation of award	..
,, ...	,, ,, ...	..	VIII, p. 45 : *Erratum* in award ..	..
,, ...	,, ,, ...	14/3/07	VIII, p. 96 : Award..	..
,, ...	,, ,, ...	22/5/07	VIII, p. 373 : Concurrence in award ..	..
,, ...	,, ,, ...	10/8/07	VIII, p. 610 : Interpretation of award..	..
,, ...	,, ,, ...	17/2/09	X, p. 94 : Interpretation of award ..	..
,, ...	,, ,, ...	3/5/09	X, p. 228 : Interpretation of award ..	..
,, ...	,, ,, ... x	28/5/09	X, p. 243 : Award	..
,, ...	,, ,, ...	2/12/09	X, p. 835 : Adding party to award ..	..
,, ...	,, ,, ...	15/12/10	XI, pp. 766, 786 : Enforcement of award involving interpretation	..
Canterbury (also Northern, Wellington, and Otago and Southland Districts)	,, ..	30/6/11	XII, p. 439 : Order of Court *re* Schedule "B" of award	..
Ditto	,, ,, ..	18/11/11	XII, p. 963 : Interpretation of award *re* Schedule "B"	..
,, ...	,, ,, ..	10/11/11	XII, p. 974 : Enforcement of award ..	..
,, ...	Tailoresses (factories) (Cutters and Trimmers) x	1/3/10	XI, p. 9 : Award	..

Christchurch City	Tailors	1/11/98	I, p. **240** : Agreement
,,	,,	5/12/98	I, p. 245 : Recommendation adding parties
,,	,,	22/5/99	I, p. 264 : Recommendation *re* agreement partly accepted
Whole district	,,	18/4/03	IV, p. 183 : Award
,,	,,	29/8/06	VII, p. 413 : Enforcement of award involving interpretation
,,	,,	27/11/06	VII, p. 562 : Award
,,	,,	4/9/07	VIII, p. 683 : Parties added to award
,,	,,	10/12/07	VIII, p. 1098 : Adding party to award
,,	,,	14/12/07	VIII, p. 1106 : Enforcement of award
,,	,,	14/12/08	IX, p. 884 : Interpretation of award
,,	,,	9/12/09	X, p. 808 : Award
,,	,,	16/3/10	XI, p. 78 : Interpretation of award
,,	,,	12/5/10	XI, p. 226 : Adding party to award
,,	,,	15/2/11	XII, p. 23 : Interpretation of award
,,	,, and Tailoresses (shops) x	5/7/12	XIII, p. 402 : Award
,,	,, ,, ,,	18/9/12	XIII, p. 988 : Enforcement of award
	Tallow and Manure and General Labourers (see "Manure, Tallow," &c.).		
,,	Tanners	15/8/01	III, p. 463 : Award
,,	,,	8/9/02	III, p. 522 : Interpretation of award
,,	,,	9/3/03	IV, p. 174 : Interpretation of award
,,	,, and Fellmongers	21/5/03	IV, p. 255 : Judgment extending award to fellmongers
,,	,, ,,	1/10/04	V, p. 282 : Award
,,	,, ,,	23/8/06	VII, p. 417 : Interpretation of award
,,	,, ,,	20/3/08	IX, p. 75 : Award
,,	,, ,,	3/12/08	IX, p. 803 : Interpretation of award
,,	,, ,,	25/8/10	XI, pp. 461, 586 : Enforcement of award involving interpretation
,,	,, ,,	22/11/10	XI, p. 605 : Amendment of award
,,	,, ,,	22/11/10	XI, p. 615 : Adding parties to award
,,	,, ,, x	27/5/11	XII, p. 349 : Award
,,	,, ,,	21/11/11	XII, p. 821 : Adding party to award

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

CANTERBURY INDUSTRIAL DISTRICT—*continued.*

Scope of Award, &c.	Trade	Date.	Reference.	* Expiry Date.
Between Rangitata and Waitaki Rivers	Threshing-millers	23/5/03	IV, p. 233 : Award	..
Ditto	,,	21–28/6/05	VI, p. 170 : Interpretation of award	..
South Canterbury	,,	31/8/06	VII, p. 352 : Award	..
,,	,, x	6/12/09	X, p. 838 : Award	..
,,	,,	16/8/10	XI, pp. 461, 587 : Enforcement of award (*re* posting up copy of award)	..
North of Rangitata River	,, x	16/5/10	XI, p. 231 : Award	..
,, ,,	,,	14/2/11	XII, p. 24 : Adding parties to award	..
,, ,,	,,	15/2/11	XII, p. 94 : Interpretation of award	..
,, ,,	,,	12/7/12	XIII, p. 537 : Enforcement of award	..
Christchurch (10-mile radius)	Timber-yards, Sawmills, and Coal-yards	22/8/02	III, p. 511 : Award	..
,, ,,	Ditto	15/5/03	IV, p. 252 : Interpretation of award	..
,, ,,	,,	30/4/04	V, p. 124 : Interpretation of award	..
,, ,,	,,	..	VII, p. 179 : Parties added to award	..
,, ,,	,,	13/8/06	VII, p. 389 : Parties added to award	..
Christchurch (10-mile radius) and Kaiapoi (also all coal-merchants north of Rakaia River)	,,	2/7/08	IX, p. 417 : Award	..
Ditto	,,	4/11/08	IX, p. 770 : Interpretation of award	..
Christchurch district	,, x	2/12/12	XIII, p. 1030 : Accepted recommendation of Conciliation Council	..
,,	,,	23/10/12	XIII, p. 1078 : Enforcement of award	..
South of Rangitata River	,,	3/7/08	IX, p. 426 : Award	..
,, ,,	,,	15/12/08	IX, p. 862 : Adding parties to award	..
,, ,,	,,	27/3/09	X, p. 227 : Interpretation of award	..
,, ,,	,,	5/3/10	XI, p. 65 : Adding party to award	..
South Canterbury	,, x	20/4/12	XIII, p. 168 : Award	..

..	,,	24/7/12	XIII, p. 537: Enforcement of award	..
..	,,	15/11/12	XIII, p. 960: Adding parties to award	..
..	,,	3/12/12	XIII, pp. 956, 1079: Enforcement involving interpretation of award	..
Between Rangitata River and Rakaia River	,, .. x	22/7/08	IX, p. 471: Award	..
Ditto	,,	9/12/09	X, p. 851: Interpretation of award	..
Christchurch City	Tinsmiths and Sheet-metal Workers	9/3/99	I, p. 254: Award	..
,,	Ditto	8/8/01	III, p. 443: Agreement	..
,,	,,	9/4/03	IV, p. 170: Adding parties to agreement	..
Christchurch (30-miles radius)	,,	18/6/08	IX, p. 384: Award	..
North of Rangitata River	,, .. x	8/12/11	XII, p. 892: Award	..
,,	,,	2/7/12	XIII, p. 512: Adding parties to award	..
,,	,,	26/6/12	XIII, p. 536: Enforcement of award	..
Christchurch Tramway Board	Tramway Employees	20/2/07	VIII, p. 114: Agreement	..
,,	,,	25/6/08	IX, p. 411: Enforcement of agreement	..
,,	,,	21/4/09	X, p. 170: Agreement	..
,,	,,	28/6/11	XII, pp. 366, 760: Enforcement of award†	..
,,	,, .. x	23/12/11	XII, p. 912: Award	..
Christchurch and Lyttelton	Typographers	22/9/00	II, p. 184: Award *re* compositors	..
,,	,,	5/8/07	VIII, p. 613: Enforcement of award	..
,,	,,	5/8/07	VIII, p. 615: Enforcement of award *re* "house" hands	..
,,	,,	29/11/10	XI, pp. 459, 617: Enforcement of award	..
Christchurch City	,,	12/4/01	II, pp. 204, 211: Agreements *re* machines	..
,,	,,	27/7/06	VII, p. 315: Interpretation of agreement	..
,,	,,	5/8/07	VIII, p. 611: Enforcement of agreement	..
,,	,,	8/8/01	III, p. 446: Agreement *re* Hattersley type-setting machine	..

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† In Arbitration Court.

Accepted Recommendations, Agreements, Awards, Interpretations, etc.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
CANTERBURY INDUSTRIAL DISTRICT—*continued.*				
Whole district except Christchurch and Lyttelton	Typographers	29/6/01	II, p. 217 : Award (country)	..
Whole district except Christchurch, Timaru, and Lyttelton	,,	23/5/03	IV, p. 237 : Award	..
Ditto	,,	19/10/07	VIII, p. 723 : Award	..
Christchurch, Timaru, and Lyttelton (provisions *re* linotype operators apply to whole district)	,,	19/10/07	VIII, p. 706 : Award	..
Ditto	,,	(No date)	VIII, p. 961 : *Errata* in award	..
,,	,,	3/12/08	IX, p. 805 : Interpretation of award	..
Dominion of New Zealand	,, x	**31/10/12**	XIII, p. 721 : Award	..
Wharves and Port of Timaru	Waterside Workers	5/10/08	IX, p. 613 : Award	..
,, ,,	,,	6/10/09	X, p. 719 : Agreement	31/10/11
Whole district	Woollen-mill Employees	20/8/02	III, p. 501 : Award	..
,,	,,	1/5/07	VIII, p. 249 : Interpretation of award	..
,,	,,	24/6/07	VIII, p. 374 : Interpretation of award	..
,,	,, x	**6/4/12**	XIII, p. 177 : Award	..
Christchurch and suburbs	,, x	**22/8/02**	III, p. 508 : Award *re* small hosiery-factories	..
OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.				
..	Agricultural Labourers (see "Labourers").			
Dunedin City	Bakers	9/12/97	I, p. 323 : Award	31/12/98
,,	,,	1/8/99	I, p. 422 : Recommendation	..
Southland District	,,	2/5/01	III, p. 568 : Recommendation	..
Whole district	,,	22/6/03	IV, p. 277 : Award	..
,,	,,	28/9/07	VIII, p. 780 : Award	..
,,	,,	3/2/09	X, p. 100 : Enforcement of award	..

„	„	11/3/09	X, p. 238: Enforcement of award	..
„	„	16/3/10	XI, p. 79: Interpretation of award	..
Dunedin City	„ (Pastrycooks)	21/4/98	I, p. 352: Award	..
„	„ „	28/9/00	II, p. 255: Agreement	..
Dunedin and Oamaru	„ „	26/6/03	IV, p. 309: Agreement	..
„	„ „	..	VII, p. 62: *Erratum* in agreement	..
Whole district	„ „	20/12/06	VII, p. 775: Award	..
„	Bakers and Pastrycooks x	11/11/12	XIII, p. 917: Award	..
„	Boilermakers and Iron-ship Builders	26/8/01	III, p. 603: Award	..
„	Ditto x	21/9/04	V, p. 251: Award	..
„	„	25/11/04	V, p. 378: Adding parties to award	..
Dunedin City	Bootmakers	20/10/97	I, p. 321: Agreement	31/12/97
„	„	9/9/98	I, p. 369: Award	1/9/00
„	„	12/7/99	I, p. 412: Agreements (2) embodying award	1/9/00
„	„	5/4/00	I, p. 447: Agreement	1/9/00
„	„	17/4/01	II, p. 276: Agreement	..
Otago and Southland District (also Auckland, Wellington, and Canterbury Districts)	„	24/9/03	IV, p. 323: Award	..
Ditto	„	21/11/05	VI, pp. 390, 420: Award	..
„	„	30/10/06	VII, p. 664: Party added to award	..
Whole district	„	14/11/07	VIII, p. 949: Award *re* female operatives	..
Otago and Southland District (also Auckland, Wellington, and Canterbury Districts)	„	12/6/09	X, p. 293: Award *re* female operatives	..
Ditto	„	2/9/09	X, p. 705: Enforcement of award *re* female operatives	..
„	„	22/11/09	X, p. 779: Adding parties to award *re* female operatives	..
„	„	18/6/09	X, p. 285: Award *re* male operatives	..
„	„	17/1/10 16/5/10	XI, pp. 120, 224: Enforcement of award *re* female operatives	..

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
	OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT—*continued.*			
Otago and Southland District (also Auckland, Wellington, and Canterbury Districts)	Bootmakers	18/3/10	XI, p. 81: Enforcement involving interpretation of award *re* female operatives	..
Ditto	,,	22/11/09	XI, p. 177: Adding parties to award *re* male operatives	..
,,	,,	25/11/10	XI, p. 642: Interpretation of award *re* female operatives	..
,,	,,	16/2/11	XII, p. 269: Enforcement of award *re* female operatives	..
,,	,,	20/6/11	XII, pp. 437, 765: Enforcement of award *re* female operatives	..
,,	,,	25/4/11	XII, p. 504: Enforcement of award *re* male operatives	..
Otago and Southland, also Northern (except Gisborne District), Taranaki, Wellington, and Canterbury Districts	,, x	**16/7/12**	XIII, p. 458: Award *re* female operatives	..
Ditto	,, x	**16/7/12**	XIII, p. 464: Award *re* male operatives	..
,,	,,	8/11/12	XIII, p. 1049: Adding parties to awards *re* male and female operatives	..
Dunedin City	Boxmakers	25/6/01	III, p. 572: Agreement	..
,,	,,	4/9/02	III, p. 721: Agreement	..
,,	,,	19/10/05	VI, p. 296: Award	..
,,	,,	9/10/08	IX, p. 626: Interpretation of award	..
,,	,,	17/2/09	X, p. 97: Enforcement of award involving interpretation	..
,,	,,	(No date)	X, p. 530: Enforcement of award	..
Dunedin (10-mile radius)	,, x	**4/10/09**	X, p. 602: Award	..
,, ,,	,,	1/2/12	XIII, p. 10: Adding parties to award	..
Dunedin City	Brass-finishers and Electroplaters	14/11/02	III, p. 788: Award	..
,, and suburbs	,, ,,	7/8/08	IX, p. 494: Award	6/2/13
,, ,,	,, ,,	19/3/09	X, p. 94: Interpretation of award by Chairman of Board of Conciliation	..

Within 25 miles of Dunedin General Post-office	Bricklayers	10/9/02	III, p. 742 : Award	..
Ditto	” x	**20/12/10**	XI, p. 720 : Award	..
”	”	17/5/11	XII, p. 440 : Adding party to award ..	..
”	”	6/11/11	XII, p. 874 : Adding parties to award ..	..
Whole district	Brickmakers	13/12/02	III, p. 825 : Award	..
”	”	17/2/03	IV, p. 95 : Interpretation of award ..	..
”	”	23/11/03	IV, p. 377 : Interpretation of award ..	..
Dunedin (also country districts up to Shag Point and Stirling)	Brickworkers	7/11/06	VII, p. 619 : Award	4/6/09
Southland District	” x	**12/8/10**	XI, p. 344 : Award	1/8/13
..	Builders' Labourers (see “ Labourers.”)			
Dunedin and suburbs	Butchers x	**26/8/01**	III, p. 613 : Award	..
”	” x	**8/11/01**	III, p. 617 : *Addendum* to award ..	..
”	” x	**15/12/08**	IX, p. 894 : Fixing hours of work (Thomas Smith and Co.)	..
”	”	17/2/09	X, p. 96 : Interpretation of award ..	..
Southland	”	25/9/01	III, p. 637 : Recommendation ..	..
Invercargill and suburbs and Bluff	”	31/7/08	IX, p. 467 : Award	..
” ” ”	”	13/8/08	IX, p. 611 : Adding parties to award ..	..
” ” ”	” x	**15/12/10**	XI, p. 661 : Award	..
” ” ”	”	8/11/12	XIII, p. 1050 : Adding parties to award	..
Dunedin (10-mile radius) ..	Canister-workers	30/4/09	X, p. 125 : Award	..
” ” ..	” x	**12/9/11**	XII, p. 645 : Award	..
Dunedin City and suburbs ..	Carpenters and Joiners ..	26/6/00	I, p. 465 : Award	..
Otago District (not including Southland)	” ” ..	27/6/03	IV, p. 299 : Award	..
Ditto	” ” ..	28/9/07	VIII, p. 734 : Award	..
”	” ” ..	10/5/10	XI, p. 196 : Award	..
”	” ” .. x	**22/12/11**	XII, p. 879 : Award	..
”	” ” ..	15/11/11	XII, p. 977 : Enforcement of award ..	..
Southland District	” ” ..	27/6/03	IV, p. 293 : Award	..
”	” ” ..	5/9/05	VI, p. 278 : Adding parties to award ..	..
”	” ” .. x	**22/11/11**	XII, p. 822 : Award	..
.. .. ..	” ” ..	31/10/12	XIII, p. 1048 : Interpretation of award	..

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
	OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT—*continued.*			
Southland District	Carpenters and Joiners	8/11/12	XIII, p. 1051 : Adding parties to award	..
Dunedin (10-mile radius)	Chemical-manure Workers	12/2/08	IX, p. 8 : Award	..
,, ,,	,, x	**12/8/10**	XI, p. 333 : Award	..
Southland	Coachworkers	18/4/01	II, p. 289 : Agreement	..
Gore, Otautau, and Riversdale	,,	28/10/01	III, p. 654 : Recommendation	..
Otago (not including Southland)	..	26/8/01	III, p. 619 : Award	..
Whole district	,,	30/9/07	VIII, p. 748 : Award	..
,,	,,	4/11/08	IX, p. 771 : Interpretation of award	..
,,	,,	15/2/09	X, p. 22 : Adding parties to award	..
,,	,, x	**9/11/12**	XIII, p. 910 : Award	..
Alexandra Coal-mining Company, and other parties at Alexandra and Clyde	Coal-miners	26/8/01	III, p. 607 : Award	..
Ditto	,,	25/8/04	V, p. 247 : Award embodying agreement	7/3/12
Alexandra Coal-mining Company	,,	29/2/08	IX, p. 26 : Award embodying agreement	7/3/12
Mathias Bros., Alexandra	,,	2/8/05	VI, p. 231 : Agreement	7/3/12
Allandale Coal Company	,,	22/4/98	I, p. 354 : Award	25/4/99
,,	,,	13/7/00	II, p. 244 : Award	
,,	,,	21/1/03	IV, p. 90 : Agreement	..
,,	,,	4/4/05	VI, p. 63 : Interpretation of agreement	..
,,	,,	13/2/06	VII, p. 62 : Interpretation of agreement	..
,,	,,	24/9/06	VII, p. 519 : Interpretation of agreement	..
,,	,,	10/9/08	IX, p. 567 : Award	7/3/12
Bruce Railway and Coal Company	,,	10/9/08	IX, p. 583 : Award	..
,, ,,	,,	17/1/11	XII, p. 1 : Agreement	7/3/12
Cairnmuir Colliery, Bannockburn	,,	22/6/06	VII, p. 255 : Agreement	7/3/12
Cooper's Colliery, Waronui	,,	12/12/10	XI, p. 730 : Agreement	7/3/12
Cromwell and Bannockburn Collieries (Limited)	,,	18/2/07	VIII, p. 38 : Award	7/3/12

Fortification Railway and Coal Company, Milton	,,	2/8/01	III, p. 594 : Agreement	7/3/12
Freeman's Coal Company and others, near Green Island	,,	13/7/00	II, p. 248 : Award	..
Ditto	,,	13/12/02	III, p. 835 : Award	..
,,	,,	19/9/05	VI, p. 277 : Interpretation of award	..
,,	,,	18/1/07	VIII, p. 11 : Interpretation of award	..
,,	,,	1/5/07	VIII, p. 251 : Interpretation of award	..
,,	,,	11/12/07	VIII, p. 1128 : Interpretation of award	..
,,	,,	12/2/08	IX, p. 64 : Enforcement of award	..
,,	,,	12/2/08	IX, p. 66 : Enforcement of award	..
,,	,,	10/9/08	IX, p. 576 : Award	7/3/12
,,	,,	5/2/09	X, p. 100 : Enforcement of award	..
,,	,,	19/2/09	X, p. 98 : Enforcement of award	..
,,	,,	3/12/09	XI, p. 79 : Adding party to award	..
,,	,,	5/5/10	XI, pp. 287, 331 : Enforcement of award	..
Lovell's Flat Coal Company	,,	13/12/02	III, p. 830 : Award	..
,, ,,	,,	21/9/04	V, p. 256 : Award	7/3/12
Nightcaps Coal Company	,,	11/5/01	II, p. 300 : Agreement	..
,,	,,	30/4/04	V, p. 125 : Agreement	..
,,	,,	22/1/07	VIII, p. 137 : Interpretation of agreement	..
,,	,,	28/1/07	VIII, p. 42 : Interpretation of agreement	..
,,	,,	19/8/08	IX, p. 530 : Enforcement of award	..
,,	,,	12/6/09	X, p. 274 : Award	31/3/12
,,	,,	10/12/09	X, p. 867 : Amendment of award	31/3/12
,,	,,	15/12/10	XI, p. 770 : Interpretation of award	..
New Zealand Coal and Oil Company (Limited) Kaitangata	,,	30/11/99	I, p. 439 : Award	..
Ditto	,,	26/8/01	III, p. 610 : Award	..
,,	,,	13/2/02	III, p. 680 : Agreement	..
,,	,,	4/5/03	IV, p. 269 : Agreement	..
,,	,,	10/9/08	IX, p. 591 : Award	..
,,	,,	21/12/10	XI, p. 735 : Award	1/7/12
,,	,,	15/6/11	XII, p. 767 : Enforcement of award	..
,,	,, x	6/9/12	XIII, p. 617 : Award	..
Shag Point Coal Company	,,	17/5/00	I, p. 453 : Agreement	..

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT—*continued.*				
Slag Point Coal Company	Coal-miners	23/5/01	II, p. 296 : Recommendation and agreement	..
Taratu–Kaitangata Railway and Coal Company	,,	29/5/03	IV, p. 273 : Agreement	..
Ditto	,,	10/9/08	IX, p. 559 : Award	7/3/12
Whole district	Dredgemen	1/11/02	III, p. 771 : Award	15/11/04
,,	,,	..	III, p. 779 : Decision *re* sluicing	..
,,	,,	–/2/03	IV, p. 96 : Interpretation of award	..
,,	,,	14/2/07	VIII, p. 33 : Award	..
,,	,,	x 4/12/09	X, p. 797 : Award	..
Dunedin City and suburbs	Drivers	28/6/01	III, p. 574 : Award	..
,, ,,	,,	2/12/01	III, p. 581 : Interpretation of award	..
,, ,,	,,	4/11/02	III, p. 780 : Decision *re* amendment of award	..
,, ,,	,,	19/11/02	III, p. 824 : Interpretation of award	..
,, ,,	,,	26/1/04	V, p. 47 : Interpretation of award	..
,, ,,	,,	11/3/04	V, p. 104 : Interpretation of award	..
,, ,,	,,	18/5/04	V, p. 127 : Interpretation of award	..
,, ,,	,,	27/5/04	V, p. 153 : Interpretation of award	..
,, ,,	,,	7/9/04	V, p. 261 : Interpretation of award	..
,, ,,	,,	13/10/04	V, p. 309 : Interpretation of award	..
,, ,,	,,	31/3/05	VI, p. 64 : Interpretation of award	..
,, ,,	,,	15/9/05	VI, p. 248 : Award	..
,, ,,	,,	19/2/07	VIII, p. 43 : Interpretation of award	..
,, ,,	,,	12/2/08	IX, p. 63 : Enforcement of award	..
Dunedin (25-mile radius)	..	22/12/09	X, p. 887 : Award	..
,, ,,	,,	28/2/10	XI, p. 66 : Amendment of award	..
,, ,,	,,	28/2/10	XI, p. 66 : Adding parties to award	..
,, ,,	,,	5/5/10	XI, p. 221 : Adding parties to award	..

,, ,,	,,	13/12/10	XI, p. 769 : Adding parties to award	..
,, ,,	,,	11/7/11	XII, p. 765 : Enforcement of award	..
,, ,,	,, x	**18/10/12**	XIII, p. 874 : Award	..
Invercargill (5-mile radius)	,,	15/3/02	III, p. 691 : Award	5/4/04
,, (4-mile radius)	,, x	**27/11/11**	XII, p. 836 : Award	..
Whole district	Engine-drivers	4/3/07	VIII, p. 130 : Award	..
,,	,,	10/9/07	VIII, pp. 684, 685 : Exempting parties from award	..
,,	,,	25/9/07	VIII, p. 959 : Exempting party from award	..
,,	,,	30/9/07	VIII, p. 809 : Exempting parties from award	..
,,	,,	21/7/08	IX, p. 483 : Adding parties to award	..
,,	,,	27/5/08	IX, p. 374 or 414 : Interpretation of award *re* exemptions	..
,,	,,	3/12/09	X, p. 785 : Award	..
,,	,,	5/5/10	XI, p. 222 : Adding parties to award	..
,,	,, (traction engines)	20/5/11	XII, p. 325 : Award	..
,,	,, (traction and stationary) x	**11/11/12**	XIII, p. 927 : Award	..
,,	Engineers (Electrical and General) x	**3/3/08**	IX, p. 31 : Award†	..
,,	,, ,, ,,	29/7/08	IX, p. 484 : Interpretation of award	..
,,	,, ,, ,,	(No date)	IX, p. 619 : Enforcement of award. (Hearing, 17/8/08)	..
Otago District (not including Southland)	,, (General) x	**19/12/10**	XI, p. 710 : Award	..
Whole district	Felt-hatters	4/3/07	VIII, p. 125 : Award	..
,,	,,	1/5/07	VIII, p. 252 : Interpretation of award	..
,,	,,	31/8/08	IX, p. 532 : Award	9/11/11
..	Flour-millers (see "Millers").			
Southland	Freezing-works	15/1/08	IX, p. 213 : Agreement	..
,,	,,	7/4/11	XII, p. 300 : Agreement	31/1/13
Dunedin and suburbs	Furniture Trade	23/12/96	I, p. 312 : Agreement	22/12/97

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† Otago iron engineers excluded by later award.

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
	OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT—*continued.*			
Dunedin and suburbs	Furniture Trade	1/3/97	I, p. 317: Recommendation amending agreement	
,,	,,	16/8/98	I, p. 365: Recommendation	..
Whole district	,,	4/10/02	III, p. 762: Award	..
,,	,,	14/9/04	V, p. 262: Interpretation of award	..
,,	,,	4/2/09	X, p. 99: Enforcement of award	..
,,	,,	22/6/09	X, p. 529: Enforcement of award	..
,,	,,	28/6/10	XI, p. 373: Enforcement of award	..
,,	,,	6/6/12	XIII, pp. 494, 527: Enforcement of award	..
,,	,, x	**10/7/12**	XIII, p. 485: Award	..
,,	,,	8/10/12	XIII, p. 990: Enforcement of award	..
Dunedin City Corporation	Gas Stokers and Cokers	20/8/06	VII, p. 418: Agreement	..
,,	,, ,,	4/11/08	IX, p. 786: Agreement	4/11/11
Round Hill and vicinity	Gold - miners (see also "Dredgemen")	26/3/08	IX, p. 102: Award	..
,, ,,	Ditto	30/7/08	IX, p. 484: Interpretation of award	..
,, ,,	,, x	**4/12/09**	X, p. 794: Award	..
Otago District (not including Southland)	Grocers	14/10/01	III, p. 645: Recommendation	..
Dunedin and suburbs, Port Chalmers, Mosgiel, and Outram	,, x	**24/10/05**	VI, p. 350: Award	..
Ditto	,,	30/6/09	X, p. 460: Enforcement of award	..
,,	,,	1/9/10	XI, p. 462: Enforcement of award	..
Not stated	Grooms and Coachmen	7/10/05	VI, p. 294: Award	15/10/08
Dunedin and suburbs	Hairdressers	11/9/02	III, p. 747: Award	..
,,	,,	28/9/07	VIII, p. 767: Award	..
,,	,,	9/8/10	XI, p. 373: Enforcement of award	..
,,	,, x	**9/11/12**	XIII, p. 939: Award	..
Whole district	Hosiers	5/9/02	III, p. 728: Award	4/6/09

Dunedin and suburbs, and Port Chalmers	Hotel, Restaurant, and Boarding-house Employees (hotels)	17/2/09	X, p. 6 : Award	..
Dunedin (20-mile radius)	Ditto x	**20/5/11**	XII, p. 305 : Award	..
Dunedin and suburbs	Ditto (restaurants, tea-rooms, and oyster-saloons)	17/2/09	X, p. 13 : Award	..
,,	Ditto	5/7/09	X, p. 461 : Adding parties to award	..
,,	,,	22/11/09	X, p. 785 : Adding parties to award	..
,,	,,	18/11/09	X, p. 882 : Enforcement of award	..
,,	,, x	**20/5/11**	XII, p. 313 : Award	..
,,	,,	6/11/11	XII, p. 873 : Adding parties to award	..
Dunedin City	,, (private hotels)	17/2/09	X, p. 18 : Award	..
,,	,, ,,	22/11/09	X, p. 784 : Adding parties to award	..
,,	,, (certain private hotels) x	**20/5/11**	XII, p. 320 : Award	..
Otago Iron-rolling Mills Company, Burnside	Ironworkers	9/5/01	II, p. 298 : Recommendation	..
Ditto	,,	22/6/03	IV, p. 275 : Agreement	..
,,	,,	22/12/03	IV, p. 376 : Agreement	..
,,	,,	30/9/07	VIII, p. 810 : Agreement	23/6/11
County of Bruce	Labourers (Agricultural and General, Threshing-millers')	22/10/04	V, p. 334 : Award	15/6/11
,,	Labourers in lime-works	13/11/05	VI, p. 356 : Award	15/6/11
,,	,, ,,	12/2/08	IX, p. 67 : Enforcement of award	..
Dunedin and suburbs	,, (Builders')	12/9/01	III, p. 629 : Award	19/5/04
Dunedin (12-mile radius)	,, (Builders' and General)	7/11/06	VII, p. 603 : Award	..
,, ,,	,, ,, ,,	4/12/06	VII, p. 790 : Interpretation of award	..
,, ,,	,, ,, ,,	14/12/06	VII, p. 791 : Amendment of award	..
,, ,,	,, ,, ,,	1/5/07	VIII, p. 251 : Interpretation of award	..
,, ,,	,, ,, ,,	11/2/08	IX, p. 2 : Supplementary award	..
,, ,,	Labourers (Builders' and Contractors') x	**14/5/10**	XI, p. 210 : Award	..
,, ,,	Labourers (Public Bodies' and Contractors') x	**14/5/10**	XI, p. 236 : Award	..
,, ,,	Ditto	13/12/10	XI, p. 769 : Adding parties to award	..
,, ,,	,,	6/12/10	XI, p. 786 : Enforcement of award	..
,, ,,	,,	9/3/11	XII, p. 128 : Interpretation of award	..
,, ,,	,,	16/5/11	XII, p. 440 : Adding parties to award	..

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference	* Expiry Date.
	OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT—*continued.*			
Dunedin (12-mile radius)	Labourers (Public Bodies' and Contractors')	28/11/11	XII, p. 976 : Enforcement of award	..
,, (25-mile radius)	Labourers in quarries .. x	**16/5/10**	XI, p. 246 : Award	..
Southland	Labourers (Builders') .. x	**27/11/11**	XII, p. 830 : Award	..
,,	Labourers (Local Bodies', Contractors', and Quarry-owners') x	**27/11/11**	XII, p. 843 : Award	..
Dunedin and suburbs	Letterpress Printers' Machinists	7/8/08	IX, p. 505 : Award	..
Dunedin City	Linotypists	–/3/99	I, p. 406 : Agreement	31/12/99
Not stated	Lithographers	25/2/02	III, p. 683 : Agreement	12/12/12
Otago and Southland (also Northern, Wellington, and Canterbury Districts)	Lithographic and Letterpress Printers' Machinists x	**25/10/12**	XIII, p. 788 : Award	..
Port Chalmers Wharves and Lower Harbour	Marine Labourers (see also "Waterside Workers")	30/11/09	X, p. 779 : Award	21/11/12
Dunedin, Port Chalmers, and Mosgiel	Metal-workers' Assistants	26/8/01	III, p. 598 : Award	..
Ditto	,,	28/10/01	III, p. 601 : Interpretation of award	..
,,	,,	17/12/03	IV, p. 377 : Interpretation of award	..
Whole district	,,	18/3/08	IX, p. 82 : Award	..
,,	,,	20/7/08	IX, p. 482 : Adding parties to award	..
,,	,,	3/2/09	X, p. 22 : Exemption from award	..
,,	,, .. x	**22/12/10**	XI, p. 705 : Award	..
,,	Millers	4/7/00	II, p. 243 : Award	30/9/00
,,	,,	24/6/01	II, p. 303 : Award	..
,,	,, .. x	**22/6/03**	IV, p. 285 : Award	..
,,	Moulders	27/11/01	III, p. 662 : Recommendation	..
,,	,,	23/7/02	III, p. 663 : Interpretation of agreement	..
,,	,,	9/12/09	X, p. 867 : Interpretation of agreement	..
,,	,, .. x	**2/12/12**	XIII, p. 904 : Award	..

Dunedin (20-mile radius)	Musicians	x	**18/11/11**	XII, p. 849: Award	..
Whole district	Musterers		27/3/08	IX, p. 111: Award	15/6/11
Dunedin City	Painters		26/2/98	I, p. 350: Agreement	20/3/99
,,	,,		30/11/99	I, p. 434: Award	..
,,	,,		15/1/01	II, p. 261: Agreement adding parties	
Dunedin (15-mile radius)	,,		12/11/02	III, p. 780: Award	..
,, ,,	,,	x	**29/10/07**	VIII, p. 941: Award	..
,, ,,	,,		22/11/10	XI, pp. 634, 659: Enforcement of award	..
Southland District	,,		21/12/06	VII, p. 783: Award	..
,,	,,		18/2/08	IX, p. 62: Adding parties to award	..
,,	,,	x	**15/12/10**	XI, p. 665: Award	..
Oamaru (15-mile radius)	,,	x	**13/11/06**	VII, p. 613: Award	..
New Zealand Paper-mills (Limited), Mataura	Paper-mills		1/11/01	III, p. 656: Agreement	..
Ditto	,,		21/2/08	IX, p. 23: Award	..
,,	,,	x	**16/12/10**	XI, p. 732: Award	..
Dunedin City and suburbs	Plasterers		23/5/01	V, p. 149: Award	..
,, ,,	,,		10/11/05	VI, p. 360: Interpretation of award	..
,, ,,	,,		18/10/06	VIII, p. 663: Interpretation of award	..
,, ,,	,,		16/10/07	VIII, p. 807: Interpretation of award	..
,, ,,	,,		23/9/07	VIII, p. 810: Adding party to award	..
Dunedin (20-mile radius)	,,	x	**7/8/08**	IX, p. 489: Award	..
,, ,,	,,	x	**5/7/09**	X, p. 384: Amendment of award	..
,, ,,	,,		25/11/12	XIII, p. 1079: Enforcement of award	..
Dunedin City and suburbs	Plumbers and Gasfitters		28/8/01	III, p. 622: Recommendation	..
Dunedin (10-mile radius)	,, ,,		25/9/06	VII, p. 514: Award	..
,, (15-mile radius)	,, ,,	x	**12/8/10**	XI, p. 336: Award	..
,, ,,	,, ,,		15/8/11	XII, pp. 644, 766: Enforcement of award	..
Dunedin City	Range-workers		22/10/00	II, p. 256: Agreement	..
,,	,,		17/10/01	III, p. 648: Agreement	..
,,	,,		17/1/03	IV, p. 89: Agreement	..
Dunedin (10-mile radius)	,,	x	**21/8/08**	IX, p. 501: Award	..
Whole district	Saddlers		29/6/00	I, p. 460: Award	..
,,	,,		11/7/02	III, p. 718: Recommendation	..
,,	,,		30/9/07	VIII, p. 757: Award	..
,,	,,	x	**20/12/10**	XI, p. 742: Award	..

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award, &c.	Trade.	Date.	Reference.	* Expiry Date.
	OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT—*continued.*			
Whole district	Saddlers	1/2/12	XIII p 10: Adding parties to award	..
,,	Sailmakers	12/9/01	III, p. 624: Award	11/1/06
Southland	Sawmillers (see also "Timber-yards and Sawmills")	1/6/01	II, p. 301: Agreement	..
Union Steamship Company and K. Ramsay	Seamen	–/2/97	I, p. 316: Recommendations (2)	28/2/99
Ditto	,,	30/11/99	I, p. 427: Award	..
,,	,,	30/6/02	III, p. 711: Award	..
,,	,,	15/3/05	VI, p. 42: Interpretation of award	..
Whole district	,,	14/2/06	VII, p. 50: Award	..
,,	,,	27/5/08	IX, p. 373 or p. 416: Interpretation of award	..
,,	,,	4/4/08	IX, p. 188: Award	21/3/12
,,	Shearers	5/10/04	V, p. 306: Award	..
,,	,,	7/11/06	VII, p. 623: Award	..
,,	,,	3/2/08	IX, p. 62: Adding party to award	..
,,	,,	19/4/09	X, p. 110: Award	..
,,	,, x	**15/12/10**	XI, p. 671: Award	..
,,	,,	26/3/12	XIII, p. 288: Enforcement of award	..
,,	,, (shed hands) x	**22/11/11**	XII, p. 851: Award	..
Abattoirs at Burnside	Slaughtermen (abattoirs)	8/10/07	VIII, p. 792: Award	..
Dunedin (10-mile radius)	,, ,, x	**12/8/10**	XI, p. 347: Award	12/8/13
Christchurch Meat Company (Limited), Dunedin	,, (freezing-works)	30/9/07	VIII, p. 954: Agreement	..
Ditto	,, ,,	10/5/10	XI, p. 191: Award	17/1/13
Southland Frozen Meat and Produce Export Company and Ocean Beach Freezing-works (Whole district)	,, ,,	24/11/11	XII, p. 865: Award	16/1/13

Whole district	Stage Employees x	12/8/10	XI, p. 380: Award	..
Invercargill	Storemen (Mercantile) x	11/11/12	XIII, p. 936: Award	..
Dunedin City	Tailoresses (factories)	7/7/98	I, p. 357: Agreement	31/12/98
,,	,, ,,	8/11/99	I, p. 426: Recommendation	31/3/00
,,	,, ,,	29/6/00	I, p. 464: Award	30/9/00
Dunedin (also Wellington and Christchurch)	.. ..	14/5/02	III, p. 706: Award	..
Otago and Southland District (also Wellington and Canterbury Districts)	,, ,,	21/12/05	VI, p. 409: Award	..
Ditto	,, ,,	24/1/06	VII, p. 44: Interpretation of award	..
,,	,, ,,	3/12/06	VII, p. 789: Interpretation of award	..
,,	,, ,,	..	VIII, p. 45: *Erratum* in award	..
Otago and Southland District (also Wellington and Canterbury Districts)	,, ,,	14/3/07	VIII, pp. 96, 136: Award	..
Ditto	,, ,,	10/8/07	VIII, p. 610: Interpretation of award	..
,,	,, ,,	17/2/09	X, p. 94: Interpretation of award	..
,,	,, ,,	3/5/09	X, p. 228: Interpretation of award	..
Otago and Southland District (also Wellington and Canterbury Districts)	,, ,, x	28/5/09	X, p. 243: Award	..
Ditto	,, ,,	22/11/09	X, p. 769: Adding parties to award	..
,,	,, ,,	15/12/10	XI, pp. 766, 786: Enforcement of award involving interpretation	..
Otago and Southland District (also Northern, Wellington, and Canterbury Districts)	,, ,,	30/6/11	XII, p. 439: Order of Court *re* Schedule "B" of award	..
Ditto	,, ,,	18/11/11	XII, p. 963: Interpretation of award *re* Schedule "B"	..
,,	,, ,,	10/11/11	XII, p. 974: Enforcement of award	..
,,	Tailoresses (factories) (Cutters and Trimmers) x	1/3/10	XI, p. 9: Award	..
Dunedin and Mosgiel	Tailoresses (shops)	3/3/99	I, p. 398: Award	..
,,	,, ,,	17/4/99	I, p. 409: Agreement adding parties	..
Whole district	,, ,,	17/10/01	III, p. 649: Agreement	..
,,	,, ,,	–/10/01	III, p. 652: Additional clause	..

ACCEPTED RECOMMENDATIONS, AGREEMENTS, AWARDS, INTERPRETATIONS, ETC.—*continued.*

Scope of Award.	Trade.	Date.	Reference.	* Expiry Date.
OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT—*continued.*				
Whole district	Tailoresses (shops)	6/9/05	I, p. 257: Award	..
”	” ” x	**6/10/09**	**X, p. 645: Award**	..
”	” ”	22/11/09	X, p. 770: Adding parties to award	..
Dunedin City	Tailors	9/12/97	I, p. 324: Award	31/12/98
”	”	29/11/98	I, p. 382: Agreement	31/12/99
”	”	29/12/99	II, p. 220: Agreement	..
Invercargill	”	21/1/98	I, p. 347: Recommendation	30/9/98
”	”	1/1/99	I, p. 384: Agreement	31/12/99
”	”	1/2/00	I, p. 447: Agreement	..
Whole district	”	14/11/02	III, p. 791: Award	17/11/04
”	”	13/11/06	VII, p. 631: Award	..
”	”	19/2/07	VIII, p. 44: Parties added to award	..
”	” x	**4/10/09**	**X, p. 665: Award**	..
”	”	22/11/09	X, p. 774: Adding parties to award	..
Southland (also Owaka district)	Timber-yards and Sawmills (see also “Sawmillers”)	15/3/02	III, p. 699: Award	..
Westward of Molyneux Valley	Ditto	20/11/05	VI, p. 415: Award	..
” ”	”	2/9/08	IX, p. 547: Award	..
Westward of Molyneux Valley also Stewart Island	” x	**1/2/12**	**XIII, p. 13: Award**	..
Dunedin, Port Chalmers, and Oamaru	”	5/9/02	III, p. 736: Award	..
Ditto	” x	**10/7/12**	**XIII, p. 476: Award**	..
Dunedin City and suburbs	Tinsmiths and Sheet-metal Workers	4/10/99	I, p. 424: Agreement	..
” ”	Ditto	1/10/01	III, p. 642: Agreement	..
” ”	”	9/2/09	X, p. 1: Award	..
” ”	” x	**8/12/11**	**XII, p. 855: Award**	..
” ”	”	9/7/12	XIII, p. 616: Adding parties to award	..
” ”	”	8/11/12	XIII, p. 1050: Adding parties to award	..
Dunedin City Corporation	Tramways	4/10/02	III, p. 752: Award	..

Private Tramway-owners, Dunedin	,,	4/10/02	III, p. 757: Award	
Dunedin City Corporation and other Tramway-owners	,,	27/10/06	VII, p. 627: Award	
Ditto	,,	19/12/07	VIII, p. 1127: Interpretation of award	
Dunedin City Corporation	,,	1/11/08	IX, p. 753: Agreement	
,,	,,	12/7/09	X, p. 510: Extension of agreement	
,,	,, electric cars)	x 1/2/12	XIII, p. 66: Agreement	
Private Tramway-owners (Dunedin)	,,	12/12/08	IX, p. 842: Award	
Ditto	,, (cable cars)	x 2/2/12	XIII, p. 5: Award	
Trawlers running out of Port Chalmers	Trawlers	10/5/10	XI, p. 207: Award	
Ditto	,,	11/8/10	XI, p. 592: Application to amend award	
,,	,,	12/8/11	XII, pp. 642, 767: Enforcement of award	
,,	,,	x 22/12/11	XII, p. 861: Award	
Dunedin City	Typographers	28/3/01	II, p. 270: Agreement	
,,	,,	–/3/03	IV, p. 127: Interpretation of agreement	
,,	,,	15/8/04	V, p. 215: Agreement	
Dunedin and suburbs, and Oamaru	,,	23/10/07	VIII, p. 796: Award	
,, ,, ,,	,,	11/2/08	IX, p. 68: Interpretation of award	
Whole district	,,	14/2/08	IX, p. 12: Award	
,,	,,	30/7/08	IX, p. 485: Interpretation of award	
Southland	,,	1/1/02	III, p. 668: Agreement	
,,	,,	18/11/05	VI, p. 336: Award	
,,	,,	2/4/06	VII, p. 179: Amendment of award	
,,	,,	4/10/09	X, p. 604: Award	
Dominion of New Zealand	,,	x 31/10/12	XIII, p. 721: Award	
Dunedin Wharves and Upper Harbour	Waterside Workers (see also "Marine Labourers")	18/12/08	IX, p. 865: Award	29/2/12
Ditto	Ditto	7/10/09	X, p. 635: Interpretation of award	
,,	,,	13/12/10	XI, p. 768: Adding party to award	
Wharf and Harbour of Bluff	,,	x 22/11/11	XII, p. 869: Award	
Port of Bluff	,,	x 24/11/11	XII, p. 874: Award *re* store hands	
Dunedin	Wharf Labourers	30/11/09	I, p. 432: Award	29/11/01
Dunedin (10-mile radius)	Wool and Grain Storemen	x 2/2/12	XIII, p. 1: Award	31/12/14
Otago District	Woollen-mill Employees	x 9/7/12	XIII, p. 481: Award	

INDEXES TO VOLUME XIII.

INDEX BY INDUSTRIAL DISTRICTS.

Dispute.	How dealt with.	Page.	Date.	Remarks.
	NORTHERN (AUCKLAND).			
Aerated-water Workers (Dargaville)	Enforcement of award	513	11/6/12	
Bakers and Pastrycooks (Auckland District)	Award	778	25/10/12	
Ditto	Amendment of award	1022	28/11/12	
Bakers and Pastrycooks (Auckland)	Enforcement of award	272	25/1/12	*Re* starting cart out on delivery before 8 a.m.
,, ,, ,,	,,	977	13/9/12	
,, ,, (Dargaville)	,,	513	11/6/12	
,, ,, (Matamata)	,,	275	28/2/12	
,, ,, ,,	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	275	28/2/12	Failing to keep a wages and overtime book.
,, ,, (Waihi)	Ditto	276	12/3/12	Ditto.
,, ,, (Auckland)	,,	980	29/8/12	,,
,, ,, (Poverty Bay)	Accepted recommendation of Conciliation Council	1097	2/12/12	
Boot Operatives (Female)	Award	458	16/7/12	
,, ,,	Adding parties to award	1020	8/10/12	
,, ,,	Permits to under-rate workers	75	No date.	
,, (Male)	Award	464	16/7/12	
,, ,,	Adding parties to award	1021	8/10/12	
,, ,,	Enforcement of award	518	6/6/12	
,, ,,	,,	977	8/8/12	

,, ,,	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	1069	31/10/12	Failing to keep a wages and overtime book.
,, ,,	Permits to under-rate workers	75	No date.	
,, ,,	,, ,,	560	,,	
,, ,,	,, ,,	1112	,,	
Brewers, &c. (Hamilton)	Enforcement of award	274	15/1/12	
,, (Waihi)	,,	276	12/3/12	
Brick and Pottery Workers (Auckland)	Permit to under-rate worker	1112	No date.	
Bricklayers (Auckland)	Enforcement of award	1068, 1069	31/10/12	
,, ,,	Permit to under-rate worker	560	No date.	
,, ,,	,, ,,	1112	,,	
Butchers (Auckland)	Award	668	23/10/12	
,, ,,	Enforcement of award	272	25/1/12	
,, ,,	,,	273	28/3/12	
,, ,,	,,	982	8/7/12	*Re* employing a boy casually; employer held responsible for act of servant.
,, ,,	,,	1069	31/10/12	
,, ,,	,,	1082	12/12/12	
,, ,, (country)	Adding parties to award	1020	7/10/12	
,, ,, ,,	Interpretation of award	450	7/5/12	
,, (Dargaville)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	513	11/6/12	Failing to keep a wages and overtime book.
,, (Auckland)	Ditto	517	25/4/12	Ditto.
,, ,,	,,	1082	12/12/12	Making wilfully false entries in wages and overtime book.
,, (Otahuhu)	,,	1083	13/12/12	Failing to keep wages and overtime book.
,, (Huntly)	,,	983	27/9/12	Ditto.
,, (Matamata)	,,	275	28/2/12	,,
,, (Huntly)	Enforcement of award	983	27/9/12	

INDEX BY INDUSTRIAL DISTRICTS—*continued.*

Dispute.	How dealt with.	Page.	Date.	Remarks.
NORTHERN (AUCKLAND)—*continued.*				
Butchers (Rotorua)	Enforcement of award	277	22/1/12	
,, (Warkworth)	,,	1081	27/11/12	
,, (Gisborne)	Agreement	257	4/4/12	
,, ,,	Enforcement of agreement	984	12/9/12	
,, ,,	Enforcement of section 9 of the Industrial Conciliation and Arbitration Amendment Act, 1908	519	27/5/12	*Re* taking part in a strike without giving fourteen days' notice of intention to do so.
,, ,,	Ditto	531	19/7/12	Ditto.
Cabmen (Auckland)	Award	316	10/5/12	
Carpenters and Joiners (Auckland)	Enforcement of award	1069	31/10/12	
,, ,, (Rotorua)	,,	277	8/1/12	
,, ,, (Dargaville)	,,	513	11/6/12	
,, ,, (Rotorua)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	277	8/1/12	Failing to keep a wages and overtime book.
,, ,, (Dargaville)	Ditto	513	11/6/12	Ditto.
,, ,, (Gisborne)	,,	1074	6/12/12	,,
,, ,, (Poverty Bay)	Award	357	18/6/12	
,, ,,	Permits to under-rate workers	76	No date.	
,, ,,	,, ,,	560	,,	
,, ,,	,, ,,	1112	,,	
Chief Stewards	Agreement	329	24/4/12	*Re* Northern Steamship Company (Limited).
Coachworkers (Auckland)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	517	25/4/12	Failing to keep a wages and overtime book.
,, (Cambridge)	Ditto	983	6/8/12	Ditto.
,,	Permit to under-rate worker	75	No date.	

,, ,,	,, ,,	561	,,	
,, ,,	,, ,,	1112	,,	
Coal-miners (Huntly)	Agreement	1005	29/11/12	
Cooks and Stewards (Auckland)	Award	304	7/5/12	
,, ,, ,,	Interpretation of award	1016	3/12/12	
Coopers (Auckland)	Award	289	6/5/12	
Dairy Employees (Auckland)	Amendment of award	433	6/5/12	
,, ,,	Enforcement of award	977	12/9/12	
,, ,,	,,	977, 978	26/9/12	*Re* minimum wage to be paid to boys on milk-round.
,, ,,	,,	1069	31/10/12	
Drivers (Auckland)	Award	706	18/10/12	
,, ,,	Interpretation of award	1023	9/10/12	
,, ,,	Enforcement of award	273	28/3/12	
,, ,,	,,	516	6/5/12	*Re* youth held to be a driver under award.
,, ,,	,,	517	25/4/12	
,, ,,	,,	528	7/7/12	
,, ,,	,,	977	22/8/12	
,, ,,	,,	1069	31/10/12	
,, (Onehunga)	,,	530	22/7/12	
,, (Auckland)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	273	7/3/12	Failing to keep a wages and overtime book.
,, ,,	Ditto	519	6/6/12	Ditto.
,, ,,	,,	980	29/8/12	,,
,, ,,	,,	1070	31/10/12	,,
,, (Onehunga)	,,	982	2/9/12	,,
,, (Gisborne)	Agreement	587	10/9/12	*Re* Gisborne Borough Council.
,, ,,	Award	769	18/10/12	
,, ,,	Enforcement of award	279	18/1/12	
,, ,,	,,	1074	31/10/12	*Re* providing time-books for drivers.
,, (Hamilton)	,,	274	15/1/12	

Dispute.	How dealt with.	Page.	Date.	Remarks.
	NORTHERN (AUCKLAND)—*continued*.			
Drivers	Permit to under-rate worker	1112	No date.	
Electrical Workers (Auckland)	Interpretation of award	449	7/5/12	
Engineers (Ohinemuri)	Award	295	6/5/12	
" (Auckland)	Permit to under-rate worker	1112	No date.	
Engine-drivers (Northern District, except Gisborne)	Award	434	27/6/12	
Ditto	Adding parties to award	1019	7/10/12	
Farriers and Blacksmiths	Award	591	8/10/12	
Fellmongers, Tanners, &c. (Auckland District)	Award	299	6/5/12	
Ditto	Permits to under-rate workers	75	No date.	
"	" "	561	"	
Freezing-works Employees (Gisborne)	Award	898	13/11/12	
Ditto	Enforcement of award	279	18/1/12	*Re* worker leaving employment without giving notice; not entitled to wages for week.
Furniture Trade (Auckland)	Enforcement of award	272	25/1/12	
" "	"	518	6/6/12	*Re* definition of upholsterers' work.
" "	"	529	25/7/12	
" "	"	978	26/9/12	
" (Rotorua)	"	277	8/1/12	
" (Hamilton)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	983	5/8/12	Failing to keep a wages and overtime book.
" (Waihi)	Ditto	276	12/3/12	Ditto.
"	Permit to under-rate worker	75	No date.	

Gardeners (Otahuhu)	Enforcement of award	1070	11/10/12	Application of award defined.
Gold-miners (Thames District) ..	Agreement	686	14/9/12	
,, ,, ..	Notices of concurrence in agreement ..	1024–1029	Various.	
,, ,, ..	,, ,, ..	1103, 1104	,,	
Grocers' Assistants (Auckland) ..	Award	673	12/10/12	
,, ,, ..	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	273	7/3/12	Failing to keep a wages and overtime book.
Gum-workers	Award	268	6/5/12	
,, ...	Permit to under-rate worker	562	No date.	
Hairdressers' Assistants (Auckland)	Enforcement of award	978	22/8/12	*Re* apprentice failing to complete his term.
Hotel and Restaurant Workers (Hotels), (Auckland)	,, ...	273	28/3/12	
Ditto	,, ...	517	25/4/12	
,, ...	,, ...	518	16/5/12	
,, ...	,, ...	528, 529	26/6/12	
,, ...	,, ...	528	7/7/12	
,, ...	,, ...	529	25/7/12	
,, ...	,, ...	979	12/9/12	Man assisting to serve drinks, &c., occasionally, held to be employee.
,, ...	,, ...	978	26/9/12	
,, ...	,, ...	978	22/8/12	
,, ...	,, ...	1070	31/10/12	
,, ...	,, ...	1082	12/12/12	
,, (Onehunga)	,, ...	274	5/2/12	
,, (Otahuhu)	,, ...	1070	11/10/12	
,, (Auckland)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	273	7/3/12	Failing to keep a wages and overtime book.
,, ,, ...	Ditto	529	25/7/12	Ditto.
,, ,, ...	,, ...	517, 518	25/4/12	,,
,, ,, ...	,, ...	979	8/8/12	,,
,, ,, ...	,, ...	1082	12/12/12	,,

Index by Industrial Districts—*continued.*

Dispute.	How dealt with.	Page.	Date.	Remarks.
	NORTHERN (AUCKLAND)—*continued.*			
Hotels and Restaurant Workers (Hotels), (Onehunga)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	274	5/2/12	Making wilfully false entries in wages and overtime book.
Ditto (Gisborne)	Enforcement of award	279	18/1/12	
„ (Rotorua)	Agreement	353	23/3/12	
„ (Country districts) ..	Award	320	8/5/12	
„ „ ..	Adding parties to award	1018	18/10/12	
„ „ ..	Agreement under award	1015	27/11/12	*Re* Waiwera Hotel Company (Limited).
„ (Whangarei)	Enforcement of award	1068	22/10/12	
„ „	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	1068	22/10/12	Failing to keep a wages and overtime book.
„	Permit to under-rate worker	561	No date.	
Hotel and Restaurant Workers (Restaurants and Private Hotels), (Auckland)	Enforcement of award	272	15/2/12	
Ditto	„	980	12/9/12	
„	„	980	22/8/12	
„	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	273	7/3/12	Failing to keep a wages and overtime book.
„	Ditto	529	25/7/12	Ditto.
„	„	530	26/6/12	„
„	„	980	29/8/12	„
„	„	1070	31/10/12	„
Hotel and Restaurant Workers (Tourist Accommodation and Boardinghouse Workers), (Rotorua)	Award	888	25/10/12	
Iron and Brass Moulders ..	„	893	2/12/12	
„ „	Permit to under-rate worker	76	No date.	

Labourers (Builders', Contractors', and General), (Poverty Bay)	Award	443	28/6/12	
Ditto	Adding parties to award	1116	29/10/12	
,,	Agreement	588	17/9/12	*Re* Gisborne Borough Council.
,,	,,	635	1/10/12	*Re* Langland and Co.
,, (Auckland)	Enforcement of section 6 of the Industrial Conciliation and Arbitration Amendment Act, 1908	471, 516	16/5/12	Instigating, &c., an unlawful strike.
Letterpress Machinists (Auckland)	Award	309	9/5/12	
Lithographic and Letterpress Printers' Machinists	,,	788	25/10/12	
Musicians (Auckland)	,,	630	8/10/12	
Painters (Auckland)	Amendment of award	16	1/2/12	
,, (Otahuhu)	Enforcement of award	1083	13/12/12	Certain work held to be painters' work.
,, (Auckland)	Permit to under-rate worker	75	No date.	
,, (Gisborne)	,, ,,	562	,,	
Photo-engravers	Award	625	7/10/12	
Plasterers	,,	697	11/10/12	
,,	Permits to under-rate workers	562	No date.	
Plumbers (Auckland)	Enforcement of award	273	1/2/12	
,, ,,	,,	517	16/5/12	*Re* failure to engage labour through union office.
,, ,,	,,	529	26/6/12	
,, ,,	,,	979	22/8/12	
,, ,,	,,	979	26/9/12	
,, ,,	,,	1082	12/12/12	
,, ,,	,,	1070	31/10/12	
,, (Gisborne)	,,	1074	31/10/12	
,, (Onehunga)	,,	530	22/7/12	
,, (Auckland)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	273	7/3/12	Failing to keep a wages and overtime book.
,,	Permits to under-rate workers	562	No date.	

INDEX BY INDUSTRIAL DISTRICTS—*continued.*

Dispute.	How dealt with.	Page.	Date.	Remarks.
NORTHERN (AUCKLAND)—*continued.*				
Plumbers (Auckland, Country, and Gisborne)	Adding parties to award	1017	7/10/12	
,, (Thames)	Enforcement of award	531	19/7/12	
,, (Whangarei)	,, ...	1068	22/10/12	
,, (Taumarunui) ..	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	1072	15/10/12	Failing to keep a wages and overtime book.
,, ...	Permit to under-rate worker	1113	No date.	
Shipmasters (Auckland)	Agreement	351	29/5/12	*Re* Devonport Steam Ferry Company.
,, ,, ...	,, ...	366	11/6/12	*Re* Northern Steamship Company.
Tailoresses (Factories) (Auckland)	Enforcement of award	516	6/5/12	
,, ,, ,, ..	,, ...	981	22/8/12	
,, ,, ,, ..	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	530	26/6/12	Failing to keep a wages and overtime book.
,, ,, ,, ..	Ditto	981	22/8/12	Ditto.
,, ,, ,, ..	,, ...	1085	13/12/12	Making wilfully false entries in wages and overtime book.
,, ,, ,, ..	Permits to under-rate workers	76	No date.	
,, ,, ,, ..	,, ,, ...	561	,,	
,, (Shops) (Auckland) ..	,, ,, ...	75	,,	
,, ,, ,, ..	,, ,, ...	561	,,	
,, ,, ,, ..	,, ,, ...	1112	,,	
,, ,, ,, ..	,, ,, ...	1113	,,	
,, ,, (Hamilton) ..	Enforcement of award	274	15/1/12	
,, (Tauranga)	,, ...	1071	7/11/12	
,, (Hamilton)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	275	15/1/12	Failing to keep a wages and overtime book.

,, (Tauranga)	Ditto	1071	7/11/12	Ditto.
,, (Te Puke)	,,	1072	8/11/12	,,
,, (Whakatane)	,,	1072	12/11/12	..
Tailors (Auckland)	Adding parties to award	1018	7/10/12	
,, ,,	Enforcement of award	529	26/6/12	
,, ,,	,,	1082	12/12/12	
,, (Dargaville)	,,	514	11/6/12	
,, (Gisborne)	,,	984	29/8/12	*Re* apprentice leaving employment before completion of term.
,, ,,	Appeal from decision of Stipendiary Magistrate	454	19/6/12	Ditto.
,, (Otahuhu)	Enforcement of award	1071	11/10/12	
,, (Taupo)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	278	1/3/12	Failing to keep a wages and overtime book
,, (Auckland)	Ditto	519	6/6/12	Ditto.
,, (Otahuhu)	,,	1071	11/10/12	,,
Tallymen (Auckland and Onehunga)	Award	682	15/10/12	
Timber-workers (Auckland)	Enforcement of award	982	8/7/12	*Re* failing to pay wages half-monthly.
,, (Paeroa)	,,	276	14/3/12	
,, (Rotorua)	,,	277	22/1/12	
,, (Onehunga)	,,	531	22/7/12	
,, (Taumarunui)	,,	1072, 1073, 1074	15/10/12	*Re* failing to pay overtime rates for overtime worked other than in connection with breakdown of machinery, &c., and *re* failing to pay wages half monthly.
,, (Taupo)	,,	278	1/3/12	*Re* failing to pay overtime rates for overtime worked other than in connection with breakdown of machinery.
,, (Warkworth)	,,	1081	27/11/12	
,, (Dargaville)	,,	514, 515	11/6/12	*Re* payment to Sunday watchmen.

INDEX BY INDUSTRIAL DISTRICTS—*continued.*

Dispute.	How dealt with.	Page.	Date.	Remarks.
	NORTHERN (AUCKLAND)—*continued.*			
Timber-workers (Dargaville) ..	Enforcement of award	528	9/7/12	*Re* penalty recoverable from company in liquidation.
,, ,, ..	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	516	11/6/12	Failing to keep a wages and overtime book.
,, (Taumarunui) ..	Ditto	1073	15/10/12	Ditto.
Tinsmiths and Sheet-metal Workers (Auckland)	Award	260	9/5/12	
Ditto	Adding parties to and extending operation of award to Gisborne	451	17/6/12	
Tinsmiths and Sheet-metal Workers (Hamilton)	Enforcement of award	983	5/8/12	*Re* labourers doing journeymen's work.
Tinsmiths and Sheet-metal Workers	Permits to under-rate workers	561	No date.	
,, ,,	,, ,, ...	1112	,,	
Typographers	Award	721	31/10/12	
,, (Auckland) ..	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	518	25/4/12	
,, ,, ..	Ditto	530	7/7/12	
,, ,, ..	Permits to under-rate workers	562	No date.	
,, (Gisborne) ..	,, ,, ...	1113	,,	
Waterside Workers (Auckland) ..	Enforcement of sections 5 and 6 of the Industrial Conciliation and Arbitration Amendment Act, 1908	473, 517	16/5/12	Instigating and taking part in an unlawful strike.
,, ,, ..	Ditto	981	11/6/12	Ditto.
,, ,, ..	,, ...	981	13/6/12	,,
,, ,, ..	Judgment *re* application for award ..	451	15/5/12	
,, (Gisborne) ..	Agreement	579	14/9/12	

,, ,,	Appeal from decision of Stipendiary Magistrate	458	19/6/12	*Re* payment for waiting time.
,, ,,	Judgment *re* application to make award in terms of industrial agreement	456	18/6/12	

TARANAKI.

Boot Operatives (Female)	Award	458	16/7/12	
,, ,,	Adding party to award	845	3/10/12	
,, (Male)	Award	464	16/7/12	
,, ,,	Adding party to award	845	3/10/12	
,, ,,	Enforcement of award	518	6/6/12	
,, ,,	,,	977	8/8/12	
,, ,,	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	1069	31/10/12	Failing to keep a wages and overtime book.
Carpenters and Joiners	Award	831	4/10/12	
,,	Permits to under-rate workers	1113	No date.	
Freezing-works Employees (Waitara)	Agreement	346	3/3/11	
Labourers (Builders' and General), (New Plymouth)	,,	610	27/9/12	*Re* New Plymouth Borough Council.
Ditto	Award	839	4/10/12	
Painters and Decorators	,,	160	13/3/12	
Plumbers, Gasfitters, Tinplate and Sheet-metal Workers	Accepted recommendation of Conciliation Council	1105	23/12/12	
Tailors and Tailoresses	Award	105	13/3/12	
,, (Inglewood)	Enforcement of award	1083	12/12/12	
,,	Judgment *re* application to Arbitration Court to fix and determine what shall constitute a breach of award	615	6/9/12	
Typographers	Award	721	31/10/12	
,,	Permit to under-rate worker	1113	No date.	

INDEX BY INDUSTRIAL DISTRICTS—*continued*.

Dispute.	How dealt with.	Page.	Date.	Remarks.
	WELLINGTON.			
Bakers and Pastrycooks	Award	757	25/10/12	
,, ,, (Wellington)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	523	10/5/12	Failing to keep a wages and overtime book.
,, ,, ,,	Enforcement of award	535, 549	16/7/12	*Re* failing to pay overtime rates for Sunday work.
,, ,, ,,	,,	523	6/6/12	*Re* youth employed as carter working in bakehouse.
,, ,, ,,	,,	533	4/7/12	*Re* youth employed as driver.
,, ,, (Foxton)	,,	533	31/7/12	
,, ,, ,,	,,	985	27/9/12	
,, ,, (Wellington)	Judgment *re* application for Dominion award	497	26/6/12	
Boot Operatives (Female)	Award	458	16/7/12	
,, ,,	Adding parties to award	646	12/9/12	
,, (Male)	Award	464	16/7/12	
,, ,,	Adding parties to award	645	12/9/12	
,, ,,	Enforcement of award	518	6/6/12	
,, ,,	,,	977	8/8/12	
,, ,,	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	1069	31/10/12	Failing to keep a wages and overtime book.
,, (Male)	Permits to under-rate workers	1114	No date.	
Boilermakers (country districts)	Award	97	3/4/12	
Butchers (Wellington)	,,	553	16/9/12	
,, ,,	Enforcement of award	523	23/5/12	
,, ,,	,,	523	28/5/12	
,, ,,	,,	523	30/5/12	
,, ,,	,,	987	19/9/12	

,, ,,	,,	1076	20/11/12	
,, (Napier)	,,	520	7/5/12	
,, (Otaki)		986	6/9/12	
,, (Palmerston North)	,,	281	25/3/12	
,, (Wanganui)	,,	532	25/6/12	
,, (Wellington)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	1085	13/12/12	Failing to keep a wages and overtime book.
,, (Otaki)	Ditto	986	6/9/12	Ditto
,, (Palmerston North)	,,	533	15/7/12	,,
,, ,,	,,	282	25/3/12	,,
,, (Waipawa)	,,	279	29/2/12	,,
,, (Palmerston North)	Enforcement of section 63 of the Industrial Conciliation and Arbitration Amendment Act, 1908	533	15/7/12	Failing to post up copy of award in shop.
Carpenters and Joiners (Wellington)	Adding parties to award	578	2/7/12	
,, ,, ,,	Enforcement of award	283	16/1/12	
,, ,, ,,	,,	283	13/2/12	*Re* blacksmith doing carpenter's work.
,, ,, ,,	,,	283	30/1/12	
,, ,, ,,	,,	283	18/4/12	
,, ,, ,,	,,	522	18/4/12	*Re* additional payment to men employed on country work.
,, ,, ,,	,,	987	22/8/12	
,, ,, ,,	,,	987	3/9/12	
,, ,, ,,	,,	1003, 1077	19/11/12	*Re* preference and cessation of employment.
,, ,, ,,	,,	1076	5/11/12	
,, ,, (Lower Hutt)	,,	522	5/6/12	
,, ,, (Upper Hutt)	,,	1075	13/11/12	
,, ,, (Wanganui district)	Award	88	2/4/12	

INDEX BY INDUSTRIAL DISTRICTS—*continued.*

WELLINGTON—*continued.*

Dispute.	How dealt with.	Page.	Date.	Remarks.
Carpenters and Joiners (Wanganui district)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	532	27/6/12	Failing to keep a wages and overtime book. Held that separate wages-sheets filled in daily by workmen not sufficient.
Ditto	Ditto	1077	22/11/12	Failing to keep a wages and overtime book.
"	Permit to under-rate worker	562	No date.	
" (country districts, except Wanganui)	Award	238	4/4/12	
" (Palmerston North)	Enforcement of award	533	5/8/12	
" "	"	1084	16/12/12	
" (Napier)	"	520	7/5/12	
" "	"	520	17/6/12	
" (Hastings)	"	984	30/8/12	
" "	"	985	7/8/12	
" (Hawke's Bay)	Interpretation of award	1060	31/10/12	
"	Permits to under-rate workers	76	No date.	
"	" "	563	"	
"	" "	1113	"	
"	" "	1113, 1114	"	
Cooks and Stewards	Award	39	28/3/12	
Cooks and Waiters (Hotel Workers), (Wellington)	Interpretation of award	578	16/9/12	
Ditto (Napier)	Enforcement of award	279	16/4/12	
" "	"	520, 521	14/5/12	
" "	"	521	12/6/12	
" (Palmerston North)	"	237, 282	10/2/12	*Re* failing to join union.
" "	"	282	11/3/12	
" "	"	282	15/4/12	
" "	"	985	30/9/12	

,, (Wanganui)	,,	280	23/1/12	
,, ,,	,,	532	2/7/12	
,, ,,	,,	1084	17/12/12	
,, (Napier)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	520	14/5/12	Making alleged wilfully false entries in wages and overtime book.
Cooks and Waiters (Private Hotel and Restaurant Workers), (Wellington)	Enforcement of award	282	6/2/12	
Ditto	,,	283	20/2/12	*Re* failing to pay minimum wage to a second hand; latter held to be a general hand.
,,	,,	534, 559	4/7/12	*Re* classification of hands employed in kitchen.
,,	,,	523	18/6/12	
,,	,,	1076	15/10/12	
,,	,,	1076	26/11/12	
,,	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	523	7/6/12	Failing to keep a wages and overtime book.
Coachworkers (Napier)	Enforcement of award	520	7/5/12	
,, (Palmerston North)	Permit to under-rate worker	562	No date.	
,, (Wellington)	,, ,,	563	,,	
Drivers (Wellington, Palmerston North, Masterton, &c.)	Award	739	18/10/12	
Ditto	Enforcement of award	535	6/8/12	
,,	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	534	19/7/12	Failing to keep a wages and overtime book.
,, (Wanganui)	Award	647	18/10/12	
,, ,,	Enforcement of award	236	13/6/10	
,, ,,	,,	281	3/10/10	*Re* employees working under contract with employer.
,, ,,	,,	280	13/2/12	
,, ,,	,,	280	27/2/12	Alleged employee held to be "partner."

INDEX BY INDUSTRIAL DISTRICTS—*continued.*

Dispute.	How dealt with.	Page.	Date.	Remarks.
	WELLINGTON—*continued.*			
Drivers (Wanganui)	Enforcement of award	985	13/8/12	
,, ,,	,,	985	14/8/12	
,, ,,	,,	1084	3/12/12	*Re* preference; unionists not equally competent with non-unionist.
,, (Napier and Hastings)	Award	794	18/10/12	
,, (Napier)	Enforcement of award	279	20/2/12	
,, ,,	,,	984	8/10/12	
,, ,,	,,	1089	10/12/12	
,, (Hastings)	,,	1075	11/10/12	
Electrical Workers (Wellington)	Interpretation of agreement *re* linesmen	502	3/7/12	
Engineers (Wellington)	Permit to under-rate worker	563	No date.	
Farriers and Blacksmiths (Palmerston North)	Enforcement of award	1085	23/12/12	
Ditto (Lower Hutt)	,,	986	4/9/12	
,, (Wellington)	,,	987	8/10/12	
Fishermen (Napier)	Agreement	17	3/2/12	*Re* trawler "Result."
,, ,,	,,	19	10/1/12	*Re* trawler "Ithaca."
,, ,,	,,	22	17/2/12	*Re* trawler "Sir William Wallace."
,, ,,	,,	24	24/2/12	*Re* trawler "Beatrice."
,, ,,	,,	33	22/2/12	*Re* trawlers "Countess" and "Nora Niven."
,, ,,	,,	574	26/8/12	*Re* trawler "Muriel."
,, ,,	,,	862	9/11/12	*Re* trawler "Result."
,, ,,	Notice of concurrence in agreement	992	27/9/12	*Re* trawler "Muriel."
,, ,,	Agreement	1086	12/12/12	*Re* trawlers "Fairy," "Pania," and "Savaii."
Flax-mills Employees (Manawatu)	Supplementary agreement to award dated 16th March, 1910	42	28/2/12	

,, (Foxton)	Enforcement of award	1075	30/10/12	
Freezing-works Employees (Wellington)	Agreement	369	12/6/12	
Ditto (Masterton	,,	663	17/9/12	
,, (Wanganui)	,,	992	14/10/12	
,, (Wellington)	Permit to under-rate worker	563	No date.	
Furniture Trade	Adding parties to award	189	2/4/12	
,,	,,	645	26/9/12	
,, (Wellington)	Enforcement of award	524	13/6/12	
,, ,,	,,	534	27/6/12	*Re* journeymen employed to do certain work held to be carpenters' work.
,, ,,	,,	535	9/7/12	
,, (Napier)	,,	532	30/7/12	
,,	Permit to under-rate worker	76	No date.	
,,	,, ,,	563	,,	
Grocers (Wellington)	Award	392	4/7/12	
,, ,,	Appeal from decision of Stipendiary Magistrate	187	23/3/12	*Re* Shops and Offices Act, and hours of work under award.
,, ,,	Enforcement of award	190	26/9/11	Ditto.
,, ,,	,,	284	2/4/12	,,
,, ,,	,,	1085	10/12/12	
Hotel and Restaurant Employees. (See "Cooks and Waiters.")				
Iron and Brass Moulders	Award	997	2/12/12	
Labourers (Builders'), (Wellington)	,,	43	25/3/12	
,, ,,	Adding parties to award	500	24/6/12	
,, ,,	Permit to under-rate worker	76	No date.	
,, ,,	,, ,,	563	,,	
,, ,,	,, ,,	1114	,,	
Labourers (Builders', Contractors', and General), (Napier, Hastings, and Wanganui)	Award	601	21/9/12	
Ditto (Wanganui)	Enforcement of award	985	24/9/12	
,, (Napier)	,,	1083	10/12/12	

INDEX BY INDUSTRIAL DISTRICTS—*continued.*

Dispute.	How dealt with.	Page.	Date.	Remarks.
	WELLINGTON—*continued.*			
Labourers (Builders', Contractors', and General), (Palmerston North)	Permits to under-rate workers	76	No date.	
Ditto	„ „	563	„	
„	„ „	1113	„	
„ (Wanganui)	„ „	562	„	
„ „	„ „	1113	„	
„ (Napier)	„ „	1113	„	
Lithographic and Letterpress Printers' Machinists	Award	788	25/10/12	
Merchants' Assistants (Wellington)	Case stated by Conciliation Commissioner for opinion of Court of Arbitration	193	23/3/12	*Re* settlement of dispute.
Merchant Service (Wellington)	Award	385	27/6/12	*Re* ships' officers.
„ „	„	389	27/6/12	*Re* ships' masters.
„ „	Appeal from decision of Stipendiary Magistrate	500	5/7/12	*Re* instigating an unlawful strike.
„ „	Enforcement of award	503, 535	5/7/12	*Re* payment in lieu of holiday.
„ „	Enforcement of section 6 of the Industrial Conciliation and Arbitration Amendment Act, 1908	550	31/1/12	*Re* instigating an unlawful strike.
„ „	Ditto	535	16/7/12	Ditto.
Musicians (Wellington)	Award	374	27/6/12	
„ „	Adding party to award	646	26/9/12	
Painters and Decorators (Wellington)	Adding parties to award	193	18/3/12	
Ditto	Enforcement of award	284	12/3/12	
„ (Petone)	„	986	21/8/12	
„ (Woodville)	„	1075	28/11/12	
„ (Hawke's Bay)	Award	247	3/4/12	
„ (Waipawa)	Enforcement of award	521	9/5/12	
„ (Dannevirke)	„	521	29/5/12	
„ (Palmerston North)	Permits to under-rate workers	563	No date.	

Plasterers (Wellington)	Award	378	27/6/12	
" "	Enforcement of award	283	6/2/12	*Re* labourer employed on plasterers' work.
" "	"	1002, 1077	29/10/12	*Re* definition of "country work."
Plumbers and Gasfitters	Award	79	6/4/12	
" "	Permits to under-rate workers	76	No date.	
" "	" "	562, 563	"	
Pullers (Wellington)	Award	36	21/3/12	
Saddlers (Wellington)	Permits to under-rate workers	564	No date.	
Sausage-casing Makers (Pakipaki)	Agreement	71	25/1/12	
Shearers (Napier)	Enforcement of award	1083, 1091	10/12/12	*Re* allegedly discriminating against a unionist.
Soft-goods Trade Employees (Retail) (Wellington)	Award	656	15/10/12	
Ditto	Permits to under-rate workers	1114	No date.	
Storemen (Wholesale Merchants'), (Wellington)	Award	636	9/10/12	
Ditto	Permits to under-rate workers	1114	No date.	
Tailoresses (Factories), (Wellington)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	530	26/6/12	Failing to keep a wages and overtime book.
" " "	Ditto	981	22/8/12	Ditto.
" " "	"	1085	13/12/12	Making wilfully false entries in wages and overtime book.
" " "	Enforcement of award	516	6/5/12	
" " "	"	981	22/8/12	
" (Shops) "	Award	195	3/4/12	
" " "	Adding parties to award	502	24/6/12	
" " "	Enforcement of award	1076	3/12/12	
" " "	Interpretation of award	235	25/3/12	
Tailors (Palmerston North)	Appeal from decision of Stipendiary Magistrate	504	5/7/12	
" (Wellington)	" "	806	25/9/12	*Re* "bespoke work."
" (Ohakune)	Enforcement of award	521	3/5/12	
" (Palmerston North)	"	190, 282	1/4/12	*Re* "bespoke work."

Index by Industrial Districts—*continued.*

Dispute.	How dealt with.	Page.	Date.	Remarks.
	WELLINGTON—*continued.*			
Tailors (Palmerston North) ..	Enforcement of award	194, 282	1/4/12	*Re* "bespoke work."
,, (Wanganui)	,, ...	280	2/4/12	
,, (Wellington)	,, ...	524	28/5/12	
,, ,, ...	,, ...	524	18/6/12	*Re* "bespoke work."
,, ,, ...	,, ...	524	7/5/12	
,, ,, ...	,, ...	987	18/6/12	*Re* "bespoke work."
,, (Raetihi)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	281	28/3/12	Failing to keep a wages and overtime book.
,, (Wellington)	Ditto	987	27/9/12	Ditto.
Timber-yards and Sawmills ..	Award	540	24/9/12	
,, ,, ..	Permits to under-rate workers	76	No date.	
Tramway Employees (Wellington)	Enforcement of section 6 of the Industrial Conciliation and Arbitration Amendment Act, 1908	284	28/3/12	*Re* instigating an unlawful strike.
Typographers	Award	721	31/10/12	
,, (Wellington) ..	Enforcement of award	505, 535	5/7/12	*Re* journeymen and time lost through sickness.
Wharf Labourers (Napier) ..	Agreement	26	18/1/12	
Woollen-mills Employees (Petone)	Award	100	6/4/12	
,, ,,	Interpretation of award	577	16/9/12	
,, ,,	Permit to under-rate worker	1114	No date.	
	MARLBOROUGH.			
Building Trades Employees ..	Accepted recommendation of Conciliation Council	846	5/10/12	
Drivers	Award	331	7/5/12	
,, (Blenheim)	Enforcement of award	851, 987	8/9/12	*Re* employment of stableman.

„	Permit to under-rate worker	564	No date.	
Plumbers (Blenheim)	Enforcement of award	1057, 1077	15/11/12	*Re* failure to indenture an apprentice.
Shearers	Agreement	567	6/8/12	
Shearing-shed Hands	„	571	6/8/12	
Typographers	Award	721	31/10/12	

NELSON.

Carpenters and Joiners	Award	338	29/4/12	
Labourers (Builders' and General)	„	1061	25/11/12	
Painters	Permit to under-rate worker	1115	No date.	
Tailors and Tailoresses	Amendment of award	338	23/3/12	
Typographers	Award	721	31/10/12	
„	Permits to under-rate workers	1114	No date.	

WESTLAND.

Bakers and Pastrycooks	Award	865	24/10/12	
Coal-miners (Tyneside)	Agreement	852	26/6/12	
„ (Brunner)	„	856	20/8/12	
Gold-miners (Inangahua) ..	Interpretation of award	495	24/4/12	
„ „ ..	Enforcement involving interpretation of award	496, 535	24/4/12	*Re* working miners in "wet level" for more than six-hour shifts.
„ „ ..	Supplementary agreement	859	16/11/12	
Ironworks Employees (Greymouth)	Award	1052	30/11/12	
Tailors and Tailoresses	Adding parties to award	497	22/4/12	
„ „	Enforcement of award	525	29/11/11	
Typographers	Award	721	31/10/12	

CANTERBURY.

Aerated-water Workers and other Bottlers (Christchurch)	Enforcement of award	284	24/1/12	
Bakers and Pastrycooks ..	Award	1038	29/11/12	
„ „ (Christchurch)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	286	22/3/12	Failing to keep a wages and overtime book.

Index by Industrial Districts—*continued*.

Dispute.	How dealt with.	Page.	Date.	Remarks.
	CANTERBURY—*continued*.			
Boot Operatives (Female)	Award	458	16/7/12	
” ”	Adding parties to award	1047	15/11/12	
” ”	Permit to under-rate worker	564	No date.	
” (Male)	Award	464	16/7/12	
” ”	Adding parties to award	960	15/11/12	
” ”	Enforcement of award	518	6/6/12	
” ”	”	977	8/8/12	
” ”	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	1069	31/10/12	Failing to keep a wages and overtime book.
” ”	Permits to under-rate workers	77	No date.	
” ”	” ”	564	”	
Bricklayers (Timaru)	Enforcement of award	287	24/1/12	
” ”	”	989	25/9/12	*Re* employing an apprentice when no journeymen employed.
” ”	Case stated for opinion of Arbitration Court	599	..	Ditto.
” ”	Opinion of Court	600	6/9/12	”
”	Permits to under-rate workers	77	No date.	
”	” ”	564	”	
Brick, Pottery, &c., Workers	Adding parties to award	182	15/4/12	
” ” ” (Christchurch)	Enforcement of award	988	23/8/12	
Butchers (Christchurch)	”	285	27/3/12	
” ”	Interpretation of award	955	2/12/12	
Carpenters and Joiners (Christchurch and Central Canterbury)	”	66	9/2/12	
Ditto (Christchurch)	Enforcement of award	525	19/6/12	
” (Timaru)	Amendment of award	346	19/4/12	

,, ,,	Enforcement of award	286	6/12/11	*Re* employing more than proportion of apprentices to journeymen.
,, ,,	,,	1079	16/10/12	*Re* preference and union's rules.
,, ,,	Case stated for opinion of Arbitration Court	957	..	Ditto.
,, ,,	Opinion of Court	959	9/10/12	,,
,, ,,	Permits to under-rate workers	78	No date.	
,, ,,	,, ,,	1115	,,	
Coachbuilders	Award	961	18/11/12	
Curriers	,,	56	25/3/12	
Cycle Workers (Timaru)	Permit to under-rate worker	1115	No date.	
Dairy Employees (Christchurch)	Enforcement of award	988	23/8/12	
,, ,,	,,	989	18/9/12	
Drivers (Christchurch)	Award	54	25/3/12	*Re* City Corporation employees.
,, ,,	Interpretation of award	600	6/9/12	Ditto.
,, ,,	Award	808	18/10/12	
,, ,,	Enforcement of award	285	27/3/12	
,, ,,	,,	525	19/6/12	
,, ,,	,,	988	23/8/12	
,, ,,	,,	1077	23/10/12	
Engineers	Interpretation of award	65	9/2/12	
,,	,,	185	3/4/12	
,, (Christchurch)	Enforcement of award	1078	23/10/12	
,, ,,	Permit to under-rate worker	77	No date.	
,, ,,	,, ,,	564	,,	
,, ,,	,, ,,	565	,,	
Engine-drivers	Award	968	18/11/12	
,,	Adding parties to award	183	15/4/12	
Freezing-works, &c., Employees (Christchurch)	Enforcement of agreement	525	15/5/12	
Ditto	Permits to under-rate workers	77	No date.	
,,	,, ,,	565	,,	
Furniture Trade	Award	412	3/7/12	

INDEX BY INDUSTRIAL DISTRICTS—*continued.*

Dispute.	How dealt with.	Page.	Date.	Remarks.
	CANTERBURY—*continued.*			
Furniture Trade (Christchurch)	Enforcement of award	989	23/8/12	*Re* payment of overtime rates to foreman.
,, ,,	Permit to under-rate worker	77	No date.	
,, ,,	,, ,,	565	,,	
Gardeners	,, ,,	77	,,	
Grocers' Assistants (Christchurch)	Enforcement of award	285	21/2/12	
,, ,,	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	285	26/1/12	
Hairdressers and Tobacconists' Assistants (Christchurch)	Accepted recommendation of Conciliation Council	826	2/9/12	
Hotel and Restaurant Employees (Hotel Workers), (Christchurch)	Enforcement of award	285, 286	27/3/12	
Ditto	,,	286, 536	8/7/12	*Re* classification of barmen.
,,	,,	286	17/4/12	
,,	,,	525	19/6/12	
,,	Case stated for opinion of Arbitration Court	510	..	*Re* classification of barmen.
,,	Opinion of Court	511	2/7/12	,, ,,
,, (Timaru and Washdyke)	Award	173	20/4/12	
,, ,,	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	537	13/6/12	Failing to keep a wages and overtime book.
,, (Christchurch)	Ditto	526	3/5/12	
Iron and Brass Moulders	Award	950	2/12/12	
Labourers (General), (Christchurch)	Enforcement of award	285	24/1/12	
,, ,, ,,	,,	525	19/6/12	
,, ,, ,,	Permits to under-rate workers	565	No date.	
,, ,, (Timaru)	Enforcement of award	526	19/6/12	
,, ,, ,,	Permit to under-rate worker	1115	No date.	

Labourers (South Canterbury)	Agreement	62	3/1/12	*Re* workers employed by grain, wool, &c., merchants.
,, ,,	Enforcement of agreement	537	24/7/12	*Re* preference: defendants not actual employers.
,, (Agricultural and Pastoral)	Judgment *re* application for award	184	18/4/12	
Lithographic and Letterpress Printers' Machinists	Award	788	25/10/12	
Maltsters and Brewery Employees	Agreement	506	4/7/12	
,, ,,	Judgment *re* application for award	510	13/5/12	
Millers (Flour, &c.), (Timaru)	Permit to under-rate workers	1115	No date.	
Musterers and Packers	Award	165	18/4/12	
Musicians (Christchurch)	,,	946	18/11/12	
Painters (Christchurch)	Enforcement of award	1078	23/10/12	
,, ,,	Permits to under-rate workers	77	No date.	
,, ,,	,, ,,	565	,,	
,, (Timaru)	,, ,,	1115	,,	
Plasterers (Christchurch)	Enforcement of award	285	24/1/12	*Re* preference: alleged unfinancial member of union.
Plumbers, &c. (Timaru)	,,	287	14/2/12	
,, ,,	Permit to under-rate worker	566	No date.	
Rattan and Wicker Workers	,, ,,	77	,,	
,, ,,	,, ,,	565	,,	
Saddlers, Harness and Collar Makers	Adding parties to award	183	15/4/12	
Shearers (Rangiora)	Enforcement of award	186, 286	3/4/12	*Re* discharging men for refusal to shear "wet" sheep.
,, (Timaru)	,,	287	28/2/12	
,, (*re* shed hands), (Timaru)	,,	287	28/2/12	
Stonemasons	Accepted recommendation of Conciliation Council	420	4/3/12	
Tailoresses (Factories), (Christchurch)	Enforcement of award	516	6/5/12	
,, ,, ,,	,,	981	22/8/12	

INDEX BY INDUSTRIAL DISTRICTS—*continued.*

Dispute.	How dealt with.	Page.	Date.	Remarks.
	CANTERBURY—*continued.*			
Tailoresses (Factories), (Christchurch)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	530	26/6/12	Failing to keep a wages and overtime book.
,, ,, ,,	Ditto	981	22/8/12	Ditto.
,, ,, ,,	,, ...	1085	13/12/12	Making wilfully false entries in wages and overtime book.
,, ,, ,,	Permits to under-rate workers	78	No date.	
,, ,, ,,	,, ,, ...	565	,,	
Tailors and Tailoresses (Shops) ..	Award	402	5/7/12	
Ditto (Christchurch)	Enforcement of award	988	18/9/12	*Re* worker occasionally doing pressing work.
,, (Ashburton)	,, ...	1078	27/9/12	
,, (Christchurch)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	536	12/7/12	Failing to keep a wages and overtime book.
Tanners, Fellmongers, &c. (Christchurch)	Enforcement of award	988	23/8/12	
Ditto	Permits to under-rate workers	566	No date.	
Threshing-millers (Waimate) ..	Enforcement of award	526	18/6/12	
, ,, ..	Enforcement of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1908	538	23/4/12	*Re* taking part in an unlawful strike.
,, (Ashburton) ..	Enforcement of award	537	12/7/12	*Re* charging workers more than prescribed amount for food, cooking-utensils, &c.
Timber-yards, Coal-yards, and Saw-mills Employees (Christchurch District)	Accepted recommendation of Conciliation Council	1030	2/12/12	

Ditto	Enforcement of award	1078	23/10/12	*Re* under-rate worker to obtain permit.
,,	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	1078	18/10/12	Failing to keep a wages and overtime book.
,,	Permit to under-rate worker	78	No date.	
,, (South Canterbury)	Award	168	20/4/12	
,, ,,	Adding parties to award	960	15/11/12	
,, (Timaru)	Enforcement of award	537	24/7/12	*Re* builder employing youth carting timber; not bound by award.
,, ,,	,,	956, 1079	3/12/12	
Tinsmiths and Sheet-metal Workers (North Canterbury)	Adding parties to award	512	2/7/12	
Ditto (Christchurch)	Enforcement of award	536	26/6/12	*Re* definition of sheet-metal work.
Tramway Employees (Christchurch)	,,	286	17/4/12	
Typographers (Canterbury)	Award	721	31/10/12	
,, (Christchurch)	Enforcement of award	285	24/1/12	
,, (Timaru)	,,	526	19/6/12	
,,	Permit to under-rate worker	564	No date.	
,,	,, ,,	566	,,	
Woollen-mills Employees	Award	177	6/4/12	
,,	Permits to under-rate workers	564	No date.	
,,	,, ,,	566	,,	

OTAGO AND SOUTHLAND.

Bakers and Pastrycooks	Award	917	11/11/12
,, ,, (Dunedin)	Enforcement of award	990	6/8/12
,, ,, (Lawrence)	,,	990	13/8/12
Boot Operatives (Female)	Award	458	16/7/12
,, ,,	Adding parties to award	1049	8/11/12
,, (Male)	Award	464	16/7/12
,, ,,	Adding parties to award	1049	8/11/12
,, ,,	Enforcement of award	518	6/6/12
,, ,,	,,	977	8/8/12

INDEX BY INDUSTRIAL DISTRICTS—*continued.*

Dispute.	How dealt with.	Page.	Date.	Remarks.
	OTAGO AND SOUTHLAND—*continued.*			
Boot Operatives (Male)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	1069	31/10/12	Failing to keep a wages and overtime book.
,,	Permit to under-rate worker	566	No date.	
Boxmakers (Dunedin)	Adding parties to award	10	1/2/12	
Butchers (Southland)	,,	1050	8/11/12	
,, (Bluff)	Enforcement of award	1081	1/10/12	
Carpenters and Joiners (Dunedin)	,,	538	16/7/12	
,, ,, ,,	,,	1079	19/11/12	
,, ,, (Southland)	Adding parties to award	1051	8/11/12	
,, ,, ,,	Interpretation of award	1048	31/10/12	
,, ,, (Dunedin)	Permits to under-rate workers	78	No date.	
,, ,, ,,	,, ,,	567	,,	
,, ,, ,,	,, ,,	1115	,,	
Coachworkers and Wheelwrights	Award	910	9/11/12	
Coal-miners (Otago), (Kaitangata)	,,	617	6/9/12	
,, ,, ,,	Enforcement of award	991	22/8/12	
,, ,, ,,	Permit to under-rate worker	78	No date.	
,, ,, ,,	,, ,,	567	,,	
,, ,, ,,	,, ,,	1116	,,	
Drivers (Dunedin)	Award	874	18/10/12	
,, ,,	Enforcement of award	287	20/2/12	
,, ,,	,,	288	4/4/12	
,, ,,	,,	527	21/5/12	
,,	Permit to under-rate worker	78	No date.	
,,	,, ,,	567	,,	
Engineers (Dunedin)	Enforcement of award	990	27/8/12	
,, (Southland)	Permits to under-rate workers	78	No date.	
Engine-drivers	Award	927	11/11/12	

Furniture Trade		485	10/7/12	
" (Dunedin)	Enforcement of award	494, 527	6/6/12	*Re* apprentice employed in cabinetmaking and chairmaking branches.
" "	"	990	8/10/12	*Re* payment of minimum wage to chairmaker.
" "	Permits to under-rate workers	566	No date.	
" "	" "	1115	"	
" (Invercargill)	" "	1116	"	
Grocers' Assistants (Dunedin)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	527	21/6/12	Failing to keep a wages and overtime book.
" "	Ditto	1080	29/11/12	Ditto.
Hairdressers' Assistants (Dunedin)	Award	939	9/11/12	
Hotel and Restaurant Employees (Hotel Workers), (Dunedin)	Enforcement of award	288	21/3/12	
Ditto	"	538	23/7/12	
"	"	990	1/10/12	
"	"	1085	19/12/12	
Hotel and Restaurant Employees (Restaurant, &c., Workers), (Dunedin)	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	287	22/1/12	Failing to keep a wages and overtime book.
Iron and Brass Moulders	Award	904	2/12/12	
Labourers (Builders', Contractors', and General), (Dunedin)	Enforcement of award	539	2/7/12	
Ditto	"	539	30/7/12	
"	"	1079	24/10/12	
"	Permit to under-rate worker	566	No date.	
Lithographic and Letterpress Printers' Machinists	Award	788	25/10/12	
Painters (Dunedin)	Enforcement of award	287	6/2/12	
" "	"	539	30/7/12	
" "	Permit to under-rate worker	567	No date.	
Plasterers (Dunedin)	Enforcement of award	1085	26/11/12	
" "	"	1079	25/11/12	Certain work held not to be plasterers' work.

INDEX BY INDUSTRIAL DISTRICTS—*continued.*

Dispute.	How dealt with	Page.	Date.	Remarks.
OTAGO AND SOUTHLAND—*continued.*				
Saddlers, &c.	Adding parties to award	10	1/2/12	
,, (Dunedin)	Permit to under-rate worker	566	No date.	
Shearers (Oamaru)	Enforcement of award	527	5/6/12	
,, (Clinton)	,,	288	26/3/12	*Re* employing men later than prescribed hour.
Slaughtermen (Oamaru)	Enforcement of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1908	871, 989	24/7/12	*Re* taking part in a strike.
Storemen (Merchants'), (Invercargill)	Award	936	11/11/12	
Tailoresses (Factories)	Enforcement of award	516	6/5/12	
,, ,,	,,	981	22/8/12	
,, ,,	Enforcement of section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	530	26/6/12	Failing to keep a wages and overtime book.
,, ,,	Ditto	981	22/8/12	Ditto.
,, ,,	,,	1085	13/12/12	Making wilfully false entries in wages and overtime book.
,, (Shops), (Kaitangata)	Enforcement of award	1080	14/11/12	
Tailors (Shops), (Dunedin)	,,	1080	23/10/12	
,, ,, ,,	,,	1080	21/11/12	
Timber-yards and Sawmills (Southland)	Award	11	1/2/12	
Ditto (Owaka)	Enforcement of award	539	26/6/12	
,, ,,	,,	991	25/9/12	
,, (Riverton)	,,	991	2/9/12	
,, (Invercargill)	,,	1081	7/11/12	
,, (Otago)	Award	476	10/7/12	
,, (Dunedin)	Enforcement of award	1080	29/10/12	

Tinsmiths and Sheet-metal Workers (Dunedin)	Adding parties to award	616	9/7/12
Ditto	,, ...	1050	8/11/12
,, ...	Permits to under-rate workers	78	No date.
Tramways (electric cars), (Dunedin)	Agreement	66	1/2/12
,, (cable cars), (Dunedin)..	Award	5	2/2/12
Typographers	,, ...	721	31/10/12
Waterside Workers (Bluff) ..	Enforcement of award	1081	5/11/12
Wool and Grain Storemen (Dunedin)	Award	1	2/2/12
Woollen-mills Employees (Otago)	,, ...	481	9/7/12
,, ,, ,, ..	Permits to under-rate workers	1115	No date.

INDEX BY TRADES (VOL. XIII).

Aerated-water Workers—
- Northern, 513.
- Canterbury, 284.

Bakers and Pastrycooks—
- Northern, 272, 275, 276, 513, 778, 977, 980, 1022, 1097.
- Wellington, 497, 523, 533, 535, 549, 757, 985.
- Westland, 865.
- Canterbury, 286, 1038.
- Otago and Southland, 917, 990.

Boilermakers—
- Wellington, 97.

Boot Operatives (Male)—
- Northern, 75, 464, 518, 560, 977, 1021, 1069, 1112.
- Taranaki, 464, 518, 845, 977, 1069.
- Wellington, 464, 518, 645, 977, 1069, 1114.
- Canterbury, 77, 464, 518, 564, 960, 977, 1069.
- Otago and Southland, 464, 518, 566, 977, 1049, 1069.

Boot Operatives (Female)—
- Northern, 75, 458, 1020.
- Taranaki, 458, 845.
- Wellington, 458, 646.
- Canterbury, 458, 564, 1047.
- Otago and Southland, 458, 1049.

Boxmakers—
- Otago and Southland, 10.

Brewery Employees—
- Northern, 274, 276.
- Canterbury, 506, 510.

Bricklayers—
- Northern, 560, 1068, 1069, 1112.
- Canterbury, 77, 287, 564, 599, 600, 989.

Brick, Pottery, and Clay Workers—
- Northern, 1112.
- Canterbury, 182, 988.

Building Trades Employees—
- Marlborough, 846.

Butchers—
- Northern, 257, 272, 273, 275, 277, 450, 513, 517, 519, 531, 668, 982, 983, 984, 1020, 1069, 1081, 1082, 1083.
- Wellington, 279, 281, 282, 520, 523, 532, 533, 553, 986, 987, 1076, 1085.
- Canterbury, 285, 955.
- Otago and Southland, 1050, 1081.

Cabmen—
- Northern, 316.

Carpenters and Joiners—
- Northern, 76, 277, 357, 513, 560, 1069, 1074, 1112.
- Taranaki, 831, 1113.
- Wellington, 76, 88, 238, 283, 520, 522, 532, 533, 562, 563, 578, 984, 985, 987, 1003, 1060, 1075, 1076, 1077, 1084, 1113, 1114.
- Nelson, 338.
- Canterbury, 66, 78, 286, 346, 525, 957, 1079, 1115.
- Otago and Southland, 78, 538, 567, 1048, 1051, 1079, 1115.

Chief Stewards—
- Northern, 329.

Coachworkers—
- Northern, 75, 517, 561, 983, 1112.
- Wellington, 520, 562, 563.
- Canterbury, 961.
- Otago and Southland, 910.

Coal-miners—
- Northern, 1005.
- Westland, 852, 856.
- Otago and Southland, 78, 567, 617, 991, 1116.

Cooks and Stewards—
- Northern, 304, 1016.
- Wellington, 39.

Cooks and Waiters (see Hotel and Restaurant Employees).

Coopers—
- Northern, 289.

Index by Trades—*continued.*

Curriers—
  Canterbury, 56.

Cycle Workers—
  Canterbury, 1115.

Dairy Employees—
  Northern, 433, 977, 978, 1069.
  Canterbury, 988, 989.

Drivers—
  Northern, 273, 274, 279, 516, 517, 519, 528, 530, 587, 706, 769, 977, 980, 982, 1023, 1069, 1070, 1074, 1112.
  Wellington, 236, 279, 280, 281, 534, 535, 647, 739, 794, 984, 985, 1075, 1084, 1089.
  Marlborough, 331, 564, 851, 987.
  Canterbury, 54, 285, 525, 600, 808, 988, 1077.
  Otago and Southland, 78, 287, 288, 527, 567, 874.

Electrical Workers—
  Northern, 449.
  Wellington, 502.

Engine-drivers—
  Northern, 434, 1019.
  Canterbury, 183, 968.
  Otago and Southland, 927.

Engineers—
  Northern, 295, 1113.
  Wellington, 563.
  Canterbury, 65, 77, 185, 564, 565, 1078.
  Otago and Southland, 78, 990,

Farriers and Blacksmiths—
  Northern, 591.
  Wellington, 986, 987, 1085.

Fellmongers, Tanners, etc.—
  Northern, 75, 299, 561.
  Canterbury, 566, 988.

Fishermen—
  Wellington, 17, 19, 22, 24, 33, 574, 862, 992, 1086.

Flax-mills Workers—
  Wellington, 42, 1075.

Freezing-works Employees—
  Northern, 279, 898.
  Taranaki, 346.
  Wellington, 369, 563, 663, 992.
  Canterbury, 77, 525, 565.

Furniture Trade—
  Northern, 75, 272, 276, 277, 518, 529, 978, 983.
  Wellington, 76, 189, 524, 532, 534, 535, 563, 645.
  Canterbury, 77, 412, 565, 989.
  Otago and Southland, 485, 494, 527, 566, 990, 1115, 1116.

Gardeners—
  Northern, 1070.
  Canterbury, 77.

Gold-miners—
  Northern, 686, 1024–1029, 1103, 1104.
  Westland, 495, 496, 535, 859.

Grocers' Assistants—
  Northern, 273, 673.
  Wellington, 187, 190, 284, 392, 1085.
  Canterbury, 285.
  Otago and Southland, 527, 1080.

Gum-workers—
  Northern, 268.

Hairdressers' Assistants—
  Northern, 978.
  Canterbury, 826.
  Otago and Southland, 939.

Hotel and Restaurant Workers—
  Northern, 272, 273, 274, 279, 320, 353, 517, 518, 528, 529, 530, 561, 888, 978, 979, 980, 1015, 1018, 1068, 1070, 1082.
  Wellington, 237, 279, 280, 282, 283, 520, 521, 523, 532, 534, 559, 578, 985, 1076, 1084.
  Canterbury, 173, 285, 286, 510, 511, 525, 526, 536, 537.
  Otago and Southland, 287, 288, 538, 990, 1085.

Iron and Brass Moulders—
  Northern, 893.
  Wellington, 997.
  Canterbury, 950.
  Otago and Southland, 904.

Ironworks Employees—
  Westland, 1052.

INDEX BY TRADES—*continued.*

LABOURERS (BUILDERS', CONTRACTORS', GRAIN, ETC., MERCHANTS', PASTORAL, AND GENERAL)—
Northern, 443, 471, 516, 588, 635.
Taranaki, 610, 839.
Wellington, 76, 562, 563, 601, 985, 1083, 1113, 1114.
Nelson, 1061.
Canterbury, 62, 184, 285, 525, 526, 565, 537. 1115.
Otago and Southland, 539, 566, 1079.

LITHOGRAPHIC AND LETTERPRESS PRINTERS' MACHINISTS—
Northern, 309, 788.
Wellington, 788.
Canterbury, 788.
Otago and Southland, 788.

MERCHANTS' ASSISTANTS—
Wellington, 193.

MERCHANT SERVICE—
Wellington, 385, 389, 500, 503, 535, 550.

MILLERS (FLOUR, ETC.)—
Canterbury, 1115.

MUSICIANS—
Northern, 630.
Wellington, 374, 646.
Canterbury, 946.

MUSTERERS AND PACKERS—
Canterbury, 165.

PAINTERS AND DECORATORS—
Northern, 16, 75, 562, 1083.
Taranaki, 160.
Wellington, 193, 247, 284, 521, 563, 986, 1075.
Nelson, 1115.
Canterbury, 77, 565, 1078, 1115.
Otago and Southland, 287, 539, 567.

PHOTO-ENGRAVERS—
Northern, 625.

PLASTERERS—
Northern, 562, 697.
Wellington, 283, 378, 1002, 1077.
Canterbury, 285.
Otago and Southland, 1079, 1085.

PLUMBERS AND GASFITTERS—
Northern, 273, 517, 529, 530, 531, 562, 979, 1017, 1068, 1070, 1072, 1074, 1082, 1113.
Taranaki, 1105.
Wellington, 76, 79, 562.
Marlborough, 1057, 1077.
Canterbury, 287, 566.

PULLERS—
Wellington, 36.

RATTAN AND WICKER WORKERS—
Canterbury, 77, 565.

SADDLERS—
Wellington, 564.
Canterbury, 183.
Otago and Southland, 10, 566.

SAUSAGE-CASING MAKERS—
Wellington, 71.

SHEARERS—
Wellington, 1083, 1091.
Marlborough, 567.
Canterbury, 186, 286, 287.
Otago and Southland, 288, 527.

SHEARING-SHED HANDS—
Marlborough, 571.
Canterbury, 287.

SHIPMASTERS—
Northern, 351, 366.

SLAUGHTERMEN—
Otago and Southland, 871, 989.

SOFT-GOODS TRADE (RETAIL) WORKERS—
Wellington, 656, 1114.

STONEMASONS—
Canterbury, 420.

STOREMEN (WHOLESALE MERCHANTS', WOOL AND GRAIN, ETC.)—
Wellington, 636, 1114.
Otago and Southland, 1, 936.

TAILORESSES—
Northern, 75, 76, 274, 275, 516, 530, 561, 981, 1071, 1072, 1085, 1112, 1113.
Taranaki, 105, 615, 1083.

INDEX BY TRADES—*continued.*

TAILORESSES—*continued.*
  Wellington, 195, 235, 502, 516, 530, 981, 1085.
  Nelson, 338.
  Westland, 497, 525.
  Canterbury, 78, 402, 516, 530, 536, 565, 566, 981, 988, 1078, 1085.
  Otago and Southland, 516, 530, 981, 1080, 1085.

TAILORS—
  Northern, 278, 454, 514, 519, 529, 984, 1018, 1071, 1082.
  Taranaki, 105, 615, 1083.
  Wellington, 190, 194, 280, 281, 282, 504, 521, 524, 806, 987.
  Nelson, 338.
  Westland, 497, 525.
  Canterbury, 402, 536, 988, 1078.
  Otago and Southland, 1080.

TALLYMEN—
  Northern, 682.

THRESHING-MILLERS—
  Canterbury, 526, 537, 538.

TIMBER-WORKERS—
  Northern, 276, 277, 278, 514, 515, 516, 528, 531, 982, 1072, 1073, 1074, 1081.
  Wellington, 76, 540.
  Canterbury, 78, 168, 537, 956, 960, 1030, 1078, 1079.
  Otago and Southland, 11, 476, 539, 991, 1080, 1081.

TINSMITHS AND SHEET-METAL WORKERS—
  Northern, 260, 451, 561, 983, 1112.
  Canterbury, 512, 536.
  Otago and Southland, 78, 616, 1050.

TRAMWAY EMPLOYEES—
  Wellington, 284.
  Canterbury, 286.
  Otago and Southland, 5, 66.

TYPOGRAPHERS—
  Northern, 518, 530, 562, 721, 1113.
  Taranaki, 721, 1113.
  Wellington, 505, 535, 721.
  Marlborough, 721.
  Nelson, 721, 1114.
  Westland, 721.
  Canterbury, 285, 526, 564, 566, 721.
  Otago and Southland, 721.

WATERSIDE WORKERS—
  Northern, 451, 456, 458, 473, 517, 579, 981.
  Wellington, 26.
  Otago and Southland, 1081.

WOOLLEN-MILLS EMPLOYEES—
  Wellington, 100, 577, 1114.
  Canterbury, 177, 564, 566.
  Otago and Southland, 481, 1115.

ERRATA.

In Wellington Cooks and Waiters' Award *re* Hotel Workers in the Boroughs of Palmerston North and Wanganui (Volume xii, page 524), clause 3, after the word "prescribed," *read* "Where lodging is not provided for any such worker, he or she shall be paid 5s. per week in addition to the wages herein prescribed."

In Wellington District Plumbers' and Gasfitters' Award (Volume xiii, page 82). delete the words "Union Steamship Company, Wellington."

In Wellington Furniture Trades Award, order adding parties (Volume xiii. page 189). delete the words "Union Steam Shipping Company."

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NEW ZEALAND.

DEPARTMENT OF LABOUR.

AWARDS, AGREEMENTS, AND DECISIONS

UNDER THE

INDUSTRIAL CONCILIATION AND ARBITRATION ACT

ISSUED UNDER THE DIRECTION OF THE

HON. W. F. MASSEY, MINISTER OF LABOUR.

WELLINGTON, N.Z.
BY AUTHORITY: JOHN MACKAY, GOVERNMENT PRINTER.
—
1913.

INDEX.

Northern (Auckland) Industrial District.

ACCEPTED RECOMMENDATION OF CONCILIATION COUNCIL— PAGE

- Bakers and Pastrycooks (Poverty Bay) .. 1097

AGREEMENTS—

- Coal-miners (Huntly) .. 1005
- Hotel Workers (Waiwera Hotel Company, Limited) .. 1015

AGREEMENT, CONCURRENCE IN—

- Gold-miners (Thames) .. 1024–1029, 1103, 1104

AWARDS, ADDING PARTIES TO—

- Boot Operatives (female) .. 1020
- ,, (male) .. 1021
- Butchers (Country) .. 1020
- Engine-drivers .. 1019
- Hotel Workers (Country) .. 1018
- Labourers (Poverty Bay) .. 1116
- Plumbers (Country and Gisborne) .. 1017
- Tailors .. 1018

AWARD, AMENDMENT OF—

- Bakers and Pastrycooks .. 1022

AWARDS, ENFORCEMENTS OF—

- Butchers (Auckland), (*re* employment of boy casually; employer held responsible for act of servant) .. 982
- Dairy Employees (Auckland), (*re* payment of minimum wage to boys on milk-round) .. 977
- Drivers (Gisborne), (*re* failing to provide a time-book) .. 1074
- Gardeners (Otahuhu), (application of award defined) .. 1070
- Hairdressers (Auckland), (*re* apprentice leaving employment before completion of term) .. 978
- Painters (Otahuhu), (certain work held to be painters' work) .. 1083
- Tailors (Gisborne), (*re* apprentice leaving employment before completion of term) .. 984
- Timber-workers (Taumarunui), (*re* failing to pay overtime rates) .. 1073
- ,, ,, (*re* failing to pay wages half-monthly) 1074
- Tinsmiths (Hamilton), (*re* labourers employed on journeymen's work) .. 983
- Various .. 977–984, 1068–1074, 1081–1083

AWARDS, INTERPRETATIONS OF—

- Cooks and Stewards (Auckland) .. 1016
- Drivers (Auckland) .. 1023

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT—*continued.*

BREACHES OF THE INDUSTRIAL CONCILIATION AND ARBITRATION AMENDMENT ACT, 1908— PAGE
  Failing to keep a wages and overtime book (various) 979, 980, 982, 983. 1068–1074, 1082, 1083
  Instigating and taking part in an unlawful strike, Waterside Workers (Auckland) 981
  Making wilfully false entries in wages and overtime book, Butchers (Auckland) 1082

PERMITS TO UNDER-RATE WORKERS 1112

Taranaki Industrial District.

ACCEPTED RECOMMENDATION OF CONCILIATION COUNCIL—
  Plumbers, Gasfitters, &c. 1105

AWARD, ENFORCEMENT OF—
  Tailors and Tailoresses (Inglewood) 1083

PERMITS TO UNDER-RATE WORKERS 1113

Wellington Industrial District.

AGREEMENTS—
  Fishermen (Napier), (*re* trawlers "Savaii," "Fairy," and "Pania").. 1086
  Freezing-works Employees (Wanganui) 992

AGREEMENT, CONCURRENCE IN—
  Fishermen (Napier) 992

AWARD—
  Iron and Brass Moulders 997

AWARDS, ENFORCEMENTS OF—
  Carpenters and Joiners (Wellington), (*re* preference) .. 1003, 1077
  Drivers (Napier), (*re* dismissal for refusing to work overtime) .. 1089
  Plasterers (Wellington), (*re* country work) 1002, 1077
  Shearers (Napier), (*re* discriminating against a unionist) .. 1083, 1091
  Tailors (Wellington), (*re* "bespoke work") 987
  Various 984–987, 1075–1077, 1083–1085

AWARD, INTERPRETATION OF—
  Carpenters and Joiners (Hawke's Bay) 1060

BREACHES OF THE INDUSTRIAL CONCILIATION AND ARBITRATION AMENDMENT ACT, 1908—
  Failing to keep a wages and overtime book (various) .. 986, 987, 1085
  Making wilfully false entry in wages and overtime book, Tailoresses (Wellington) 1085

PERMITS TO UNDER-RATE WORKERS 1113

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Marlborough Industrial District.

Award, Enforcement of— PAGE
Drivers (Blenheim), (*re* employment of stableman) 987
Plumbers (Blenheim), (*re* failing to indenture an apprentice) 1057, 1077

Nelson Industrial District.

Award—
Labourers (Builders' and General) 1061

Permits to Under-rate Workers 1115

Westland Industrial District.

Award—
Ironworks Employees (Greymouth) 1052

Canterbury Industrial District.

Accepted Recommendation of Conciliation Council—
Timber-yards, Coal-yards, and Sawmills Employees (Christchurch District) 1030

Awards—
Bakers and Pastrycooks 1038
Coachbuilders 961
Engine-drivers 968

Award, Adding Parties to—
Boot Operatives (female) 1047

Awards, Enforcements of—
Carpenters (Timaru), (*re* preference and unions' rules) 1079
Bricklayers (Timaru), (*re* proportion of apprentices to journeymen employed) 989
Brick-workers (Christchurch), (*re* failure to pay minimum wage; incorrect age given by worker) 988
Furniture Trade (Christchurch), (*re* foreman and payment for overtime) 989
Tailors (Christchurch), (*re* payment of award rates to presser occasionally doing other work) 988
Timber-workers (Timaru), (*re* definition of "casual workers") .. 1079
Various 988, 989, 1077–1079

Breach of the Industrial Conciliation and Arbitration Amendment Act, 1908—
Failing to keep a wages and overtime book, Timber-workers (Christchurch) 1078

Permits to Under-rate Workers 1115

Otago and Southland Industrial District.

PAGE

AWARDS, ADDING PARTIES TO—
  Boot Operatives (male and female) 1049
  Butchers (Southland) 1050
  Carpenters and Joiners (Southland) 1051
  Tinsmiths (Dunedin) 1050

AWARDS, ENFORCEMENTS OF—
  Furniture Trade (Dunedin), (*re* payment of minimum wage to chairmaker) 990
  Plasterers (Dunedin), (certain work held not to be plasterers' work).. 1079
  Various 990, 991, 1079–1081, 1085

BREACH OF THE INDUSTRIAL CONCILIATION AND ARBITRATION AMENDMENT ACT, 1908—
  Taking part in an unlawful strike, Slaughtermen (Eveline, Oamaru) .. 989
  Failing to keep a wages and overtime book, Grocers' Assistants (Dunedin) 1080

PERMITS TO UNDER-RATE WORKERS 1115

(2663.) CANTERBURY COACHBUILDERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Canterbury Coachbuilders' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

The Canterbury Coachbuilders' Industrial Union of Employers, c/o W. Pryce, 100 Victoria Street.
Allsopp, O., Culverden.
Allan, Thomas, Rangiora.
Adams, —, motor-garage, Christchurch.
Allen, W., Waimate.
Anderson, T., Methven.
Boon and Co., Lower High Street, Christchurch.
Brabner and Son, Fitzgerald Avenue, Christchurch.
Booth, MacDonald, and Co., Sydenham.
Baker, W., Waltham.
Bowen, W., Papanui.
Blake, C., Waikari.
Baker and Brown, Ashburton.
Bowkett, Thomas, Geraldine.
Blackler, George, Leeston.
Bellamy, J., Victoria Street, Christchurch.
Barclay, J., Sefton.
Broughton, J., Annat.
Bryant and Co., Papanui Road, Christchurch.
Cooper and Pryce, 100 Victoria Street, Christchurch.
Cooper and Duncan, Colombo Street, Christchurch.
Cattermore and Son, Fernside.
Carston, W., Leeston.
Coull, E., Montreal Street, Christchurch.
Clark, R., Ashburton.
Childs, F., Makikihi.
Cameron, J. M., Pleasant Point.
Crozier, W. J., Albury.
Cromie, W., Rakaia.
Cook, W., Lyndhurst.
Colombus, W., Little River.
Cronin, W., Caversham Street, Christchurch.
Dalton, R., Wakanui.
Davis, A., Kaikoura.
Dash's Carriage-works, Waimate.
Duncan, P. and D., Tuam Street, Christchurch.
Deal and Donald, Leeston.
Elmsley, W., Waltham Road, Waltham.
Elder, J., Temuka.

Ellesmere Engineering-works, Doyleston.
Fairlie Motor-bus Company, Fairlie.
Freeman and Co., Oxford Terrace, Christchurch.
Finlay, W., Gleniti.
Fenwick, W., Oxford Street.
Ferguson, —, coachbuilder, Timaru.
Grant, T., Temuka.
Gavin and Watson, Durham Street, Christchurch.
Grocock, G. R., Springston.
Goldsmith, G. C., Staveley.
Goldsmith, F., Hinds.
Grandi, G., Timaru.
Harvey, C. V., Waltham Road.
Hare, W., Culverden.
Hunt, W., Kingsley Street, Sydenham.
Harvey, G., Rakaia.
Hutton, R., Otipua.
Hoskings, J., Fairlie.
Harris and Co., 111 Victoria Street, Christchurch.
Haar, G., Winchester.
Hawkins, —, Tinwald.
Ironside and Son, Chertsey.
Ironside, G., Methven.
Jenkins, —, blacksmith, Leeston.
Jackson, A., Sheffield.
Jack, A., Waimate.
Jones, E., Sydenham.
Kibblewhite, motor-garage, Cashel Street, Christchurch.
Knight, N., Waikari.
Kobb, A., Waikari.
Kennedy, —, blacksmith, Geraldine.
Lockhead, —, Cheviot.
Logan, H., Christchurch.
Lawrence and Kircher, High Street, Christchurch.
McLaren, J., Cashel Street West, Christchurch.
Money, W., Southbridge.
McMillan, J. F., Leeston.
Mander, S., Waiau.
Morrison, G. M., Tinwald.
McDowell, W. J., Hinds.
McTigue, W., Lauriston.
McInervey, T., Glenavy.
Mills, W., Waimate.
McArthur Bros., Belfast.
Martin, J. C., Geraldine.
Muir, N., Ashburton.
Marriott, T., Ferry Road, Christchurch.
O'Reilly, T., Methven.
Penfold, —, Madras Street, Christchurch.

Petrie, J. and D., Spreydon.
Peppler, —, Sydenham Furniture-factory, Sydenham.
Pratt, H., Orari.
Philip, A., Papanui.
Patton, R., Otipua.
Patterson, W., Kaikoura.
Richardson, W., Kaikoura.
Read, J., Cheviot.
Restall, J., Leeston.
Restall, C., Lincoln.
Rentaul and Forbes, Cheviot.
Riley, —, wheelwright, Akaroa.
Robertson, J., Washdyke.
Rawston, J., Timaru.
Steel Bros., Addington.
Smith's Motor-garage, Christchurch.
Scott, W. B., motor-garage, Christchurch.
Simpson, C., Tinwald.
Small and Lee, Timaru.
Shearer, J., Tinwald.
Sutherland, J., Geraldine.
Shaw, D., Leithfield.
Scott, C., Waikari.
Skilling, J., Rangiora.
Stevens and Son, Ferry Road, Christchurch.
Trengrove, J., Timaru.
Tisch, C., Ashburton.
Thompson, J. C., Amberley.
Tramway Board, Falsgrave Street, Christchurch.
Turner and Son, Amberley.
Tweedie, George, Cheviot.
Thompson, J., Killinchy.
Voice, C., Kilmore Street, Christchurch.
Watkins and Webber, Rangiora.
Werner, A., Doyleston.
Winter, G., Pleasant Point.
Wood, E. C., Mount Somers.
Watson, A., Temuka.
Wills, W. J., Waimate.
Watson, J., Tai Tapu.
Watson Bros., 62 Victoria Street, Christchurch.
White, A. J. (Limited), High Street, Christchurch.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 1st day of November, 1912, and shall continue in force until the 31st day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 18th day of November, 1912.

W. A. SIM, Judge

SCHEDULE.

Classes of Workers.

1. The following classes of labour shall be recognized: Journeymen who have worked constantly for five years at any of the recognized branches of the trade, apprentices, and helpers.

Wages.

2. All journeymen, body-makers, car-makers, wheelwrights, carworkers, painters, smiths, and trimmers shall be paid not less than 1s. 4½d. per hour; leading hands in any department shall, in addition to the wages prescribed, receive 1s. per day extra.

Hours of Work.

3. The recognized hours of work shall be forty-eight hours per week, to be worked between 7.30 a.m. and 12 a.m. and 12.45 p.m. and 5 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday, and 7.30 a.m. and 11.45 a.m. on Saturday.

Overtime and Holidays.

4. (*a.*) Overtime shall be paid for all time previous to the ordinary starting-time, or after ceasing-time, at the following

rates: Time and a quarter for the first two hours, and time and a half afterwards, and on New Year's Day, 2nd January, Easter Monday, Labour Day, and Boxing Day, which are the recognized holidays; double time on Sundays, Christmas Day, and Good Friday, and from midnight until ordinary time of starting work next morning.

(*b.*) Where a trimmer is working for more than one employer in any one week the provision for payment of overtime shall not apply to him, but he shall be entitled to be paid the rates herein prescribed for any work done on holidays.

Apprentices.

5. That all boys working at any branch of the trade shall serve as apprentices for the term of five years before receiving a certificate of competency, and an employer shall be bound to give such a certificate in a proper case; but any boy so employed shall be allowed three calendar months' probation prior to commencing to serve, such time to be counted as part of the five years.

6. An employer taking an apprentice shall give notice, with the name and age of the apprentice, to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

7. One apprentice to be allowed to every three journeymen or fraction of three in wood-shop, paint-shop, trimming-shop, and smith-shop. Each apprentice in a smith-shop after serving three years shall be entitled to a fire, another apprentice to be taken on when the first apprentice goes to a fire. An apprentice may be taken on in other departments every fourth year of the previous apprentice's time. Apprentices transferred from other employers shall not be computed in the calculation for the additional apprentice in the fourth or the third year of the smith.

8. For the purpose of determining the proportion of apprentices to journeymen in taking on any new apprentices, the calculation shall be based on a two-thirds time employment of journeymen employed during the previous twelve months.

9. All apprentices shall be paid at the following rates, viz.: First year, 8s. per week; second year, 12s. 6d. per week; third year, 17s. 6d. per week; fourth year, £1 5s. per week; fifth year, £1 17s. 6d. per week.

10. Any apprentice who has completed his term of apprenticeship may be employed as an improver, either by the employer to whom he has been apprenticed or by any other employer, at not less than 1s. per hour for the first twelve months, and 1s. 3d. per hour for a further period of twelve months. The proportion

of improvers to be in accordance with clause 7. No improver shall be employed where no journeymen are employed.

Under-rate Workers.

11. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker, after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person may think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period not exceeding six months as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Helpers.

12. One helper to be allowed in each department except smith-shop, where one helper be allowed to each fire. This clause shall not apply to P. and D. Duncan (Limited) or to Booth, MacDonald, and Co. (Limited).

13. The work that helpers shall not do to be as follows: Paint-shop—No helper shall in a paint-shop line, varnish, put on varnish-colour, or any colour excepting first coat. Wood-shop—No helper shall use in wood-shop edge tools in shaping or working wood, or sand-papering or cleaning up new work, nor shall he bore on any ironwork excepting tyres. Smith-shop—No helper shall in a smith-shop forge any kind of ironwork. Trimming-shop — No helper shall in trimming-shop machine cut-out work, or stuff work, or tack in new work.

Wages of Helpers.

14. The wages of helpers shall be as follows: Fifteen years of age, 10s. per week; sixteen years of age, 15s. per week; seventeen years of age, £1 per week; eighteen years of age, £1 5s. per week; nineteen years of age, £1 10s. per week; twenty years of age, £1 15s. per week; over twenty years of age, 1s. per hour.

Piecework.

15. Piecework shall not be allowed except in connection with the making of agricultural implements.

Preference.

16. (*a.*) If any employer shall hereafter engage any worker who shall not be a member of the union, and who within one week after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(*b.*) Whenever an employer shall employ any worker who is not a member of the union he shall within twenty-four hours thereafter give notice in writing of such employment to the secretary of the union.

(*c.*) The provisions of the foregoing clauses shall operate only if and so long as the rules of the union shall permit any journeyman of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(*d.*) In dismissing workers employers shall retain members of the union in preference to non-members, provided members of the union are equally qualified to perform the work required to be done.

Vices.

17. All workers shall be supplied with vices when necessary.

Payment of Wages.

18. All wages shall be paid weekly unless otherwise agreed, and within ten minutes after work has ceased.

Termination of Engagement.

19. Where a worker has been employed continuously for a week or more his engagement shall not be terminated without at least one week's notice on either side, but this shall not interfere with the right of an employer to dismiss any worker without notice for misconduct.

Term of Award.

20. This award shall come into force as from the 1st day of November, 1912, and shall continue in force until the 31st day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 18th day of November, 1912.

W. A. SIM, Judge.

MEMORANDUM.

This award is based on the recommendation of the Conciliation Council, with some alterations that were agreed on at the hearing.

W. A. SIM, Judge.

(2664.) CANTERBURY TRACTION AND STATIONARY ENGINE DRIVERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Christchurch Traction and Stationary Engine Drivers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Akaroa County Council, Akaroa.
Atlas Biscuit and Confectionery Company, Dundas Street, Christchurch.
Andrews, J. C., flax-mill proprietor, Waikuku.
Allirson, R., contractor, 8 Division Road, Riccarton, Christchurch.
Anderson, J., and Co., engineers, Lyttelton and Christchurch.
Andrews, S., quarry-owner, Heathcote.
Aulsebrook and Co., biscuit-manufacturers, Christchurch.
Andrews and Beaven, agricultural-implement makers, Christchurch.
Blackball Coal Company, Lyttelton.
Bowron Bros., tanners, Woolston.
Brightling, John, contractor, Cashel Street, Christchurch.
Brown, Mrs., laundry, Victoria Street, Christchurch.
Booth, Macdonald, and Co., agricultural-implement makers, Sydenham.
Boyd and Kerr, Oleo-works, Rangiora.
Burns, G., steam laundry, Brown Street, Timaru.
Cheviot County Council, Port Robinson.

Cooksley, J. H., 42 Granger Street, Hillsborough, Christchurch.
Crumm Bros. and Dyhrberg, Ashburton.
Canterbury By-products Company, Sockburn.
Canterbury Farmers' Co-operative Association, merchants, Timaru.
Cooper and Duncan, agricultural - implement makers, Colombo Street, Christchurch.
Clark, W. A., wool-scourers, Woolston.
Christchurch Tramway Board, Christchurch.
Christchurch Steam Laundry, Christchurch.
Christchurch Gas Company, Christchurch.
Christchurch Drainage Board, Christchurch.
Christchurch City Council, Christchurch.
Christchurch Brick Company, brickworks-proprietors, St. Martins.
Canterbury Seed Company, merchants, Addington and Heathcote.
Crown Brewery Company, breweries, Christchurch.
Courtenay Road Board, Courtenay.
Clarke, W., contractor, Rosewell, Timaru.
The Christchurch Frozen-meat and Dairy-produce Company, Belfast, Fairfield, and Pareora.
The Christchurch Meat Company, freezing-works proprietors, Islington and Smithfield.
Dickson, W. J., sheep-farmer, West Eyreton.
Danks, T. E., mechanical engineer, Linwood and Christchurch.
Duncan, P. and D., agricultural-implement makers, Christchurch.
Dean, J., brick and tile works, Glentunnel.
England and Sons, timber-merchants, Christchurch.
Feron, P., fishmonger, 303 Moorhouse Avenue, Christchurch.
Fibbis and Clyma, contractors, Timaru.
Friedlander Bros., merchants, Ashburton
Gaiger, W., contractor, Timaru.
Greer Bros., farmers, Papanui.
Geddes Bros., contractors, Redcliffs.
Glenmore Brick and Tile Company, Heathcote.
Gerard, J., contractor, Snowden.
Harkness, W. S., contractor, Timaru.
Hill, Walter, tanner, Woolston.
Hepburn, H., and Co., rangemakers, Christchurch.
Heathcote Road Board, Heathcote.
Herman and Cresswell, Royal Cafe, Christchurch.
Harris, H. R., fellmonger, Washdyke, Timaru.
Jamieson Bros., contractors, Christchurch.
Jackson and Co., contractors, Timaru.

Jacques, William, Kilmore Street, Christchurch.
Knewstubbs, E., pumping-plant proprietor, Lyttelton.
Kirk and Goddard, brickmakers, Kensington, Timaru.
Kirk, H. B., brickmaker, Timaru.
Kaiapoi Woollen Company, Kaiapoi.
Kellahan, J., Fairview, Timaru.
Kimber, A. H., road contractor, Springston.
Lane, Walker, and Rudkin (Limited), Montreal Street, Christchurch.
Lyttelton Times Company, newspaper-proprietors, Christchurch.
Lyttelton Harbour Board, Lyttelton.
Lyttelton Borough Council, Lyttelton.
Lucas Bros., engineers, Christchurch.
Moffat, R., contractor, Christchurch.
Mills, John, contractor, Waikuku.
Manning and Co., brewers, Christchurch.
Maddren and Co., rope-manufacturers, Christchurch.
Mitchell, —, furniture-factory, Christchurch.
McLaren, W. A., and Co., engineers, Christchurch.
McCartney, R., contractor, Taitapu.
Murdock J., and Co., Timaru.
McDonald, Thomas, fellmongery-proprietor, Waikuku.
North Canterbury Hospital and Charitable Aid Board, Christchurch.
Nicholls, W., fellmongery-proprietor, Belfast.
Nelson Bros., freezing-works proprietors, Hornby.
New Zealand Provision and Produce Company, Belfast.
Oakley, George, road contractor, Templeton.
Osborne, J., contractor, Doyleston.
Parsons, W., monumental mason, Christchurch.
Press Company, newspaper-proprietors, Christchurch.
Pitcaithly, R., and Co., quarry-owners, Halswell.
Peppler, A., and Co., furniture-makers, Sydenham.
Progress Brick Company, Hills Road, Hillsborough, Christchurch.
Reid and Gray, agricultural-implement makers, Timaru.
Robson Bros., wool-scourers, Dallington.
Royal Brewery Company, brewers, Waltham.
Reid and Gray, agricultural-implement makers, Christchurch.
Riccarton Road Board, Riccarton.
Ridder, B. F., road contractor, Spreydon.
Sumner Borough Council, Sumner.
Swanston, A., contractor, Christchurch.
Smart and Sons, contractors, Sydenham.
Scott Bros., engineers, Christchurch.
Scott Bros., lighting-station, Timaru.
Strange, W., and Co., furniture-makers, Christchurch.

Smith, H., engineer, Lyttelton.
South Canterbury Dairy Company, Timaru.
South Canterbury Woollen Company (James Lillico, manager), Timaru.
Spreydon Road Board, Spreydon.
Selwyn County Council, Christchurch.
South Canterbury Hospital and Charitable Aid Board, Timaru.
Timaru Harbour Board, Timaru.
Taylor and Co., fellmongers, Saltwater Creek, Timaru.
Thyre, B., contractor, Brookside.
Tyler, C. A., contractor, Rangiora.
Timaru Borough Council, Timaru.
Union Steamship Company, Lyttelton.
United Service Hotel, Christchurch.
Vincent, A., contractor, Wilson Street, Timaru.
Washbourne, E., contractor, Selwyn.
Wardell Bros., merchants, Christchurch.
Westland Timber Company, The, Timaru.
Westport Coal Company, Lyttelton.
Woolston Tannery, Scott Street, Woolston.
Waimairi County Council, North Road, Papanui.
Woolston Brick Company, Hill's Road, Hillsborough, Christchurch.
Wigram Bros., maltsters, Heathcote.
Ward and Co., brewers, Christchurch.
Wood, W., and Co., tanners, Woolston.
White, A. J., and Co., furniture-makers, Christchurch.
Waimakariri Harbour Board, Kaiapoi.
Zealandia Soap and Candle Company, Woolston.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 1st day of September, 1912, and shall continue in force until the 31st day of May, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 18th day of November, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. The week's work shall not exceed forty-eight hours, exclusive of the time necessarily occupied by any worker in getting up steam for the machinery in the factory or works in which he shall be employed. Each employer shall, subject to the provisions of the Factories Act, 1908, be entitled to arrange such hours of work according to the exigencies of his particular business, and such hours may be worked in shifts either by day or night.

Overtime.

2. (*a.*) Any time worked in any one week beyond the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a quarter, except time occupied in getting up steam, which shall be paid for at ordinary rates.

(*b.*) When any worker is required to work overtime to repair any breakdown of machinery necessarily causing the stoppage of the factory or works, only ordinary-time rates shall be paid.

Traction-engines.

3. (*a.*) In the case of traction-engine drivers any employer of such may agree with his men that the hours of work shall be other than those hereinbefore prescribed without payment of overtime, but so that not less than the rate of wages herein prescribed for drivers of traction-engines shall be paid to such drivers.

(*b.*) Owners of traction-engines while the same are used in agricultural work or processes may contract with their drivers for payment at tonnage or piecework rates irrespective of the hours worked on any day.

Holidays.

4. (*a.*) Work done on New Year's Day, Easter Monday, Labour Day, or the King's Birthday shall be paid for at the rate of time and a half; work done on Christmas Day, Good Friday, or Sunday shall be paid for at the rate of double time.

(*b.*) In the case of factories the drivers of engines shall be entitled to the holidays given by any award or industrial agreement affecting the factory, or, in cases where there is no award or industrial agreement affecting the same, to any holiday generally observed in the factory whereby the same ceases to work.

(*c.*) For work done on such holidays the rate of overtime shall be time and a half.

(*d.*) This clause shall not apply to any workers within the provisions of this award in respect of work required to be done in connection with the preparation and publication of any morning, afternoon, or evening paper.

Wages.

5. The following shall be the minimum rates of wages to be paid to engine-drivers of stationary engines who are in charge of any boiler within the meaning of the Inspection of Machinery Act, 1908, for each day's work, inclusive of the time necessarily occupied in getting up steam for the factory or works:—

(*a.*) Where the work that the engine-driver is employed to do requires that he shall hold a first-class certificate as a stationary-engine driver, and he is the holder of a first-class certificate, 1s. 3¾d. per hour.

(*b.*) Where the work which he is engaged to do requires that he shall be the holder of a second-class certificate as a stationary-engine driver, and he is the holder of a second-class certificate, 1s. 1½d. per hour.

(*c.*) For work requiring a traction or locomotive certificate, for engines moved from place to place by their own motive power, 1s. 3d. per hour.

(*d.*) For work requiring no certificate, for engines of less than 144 circular inches and above 49 circular inches, 1s. per hour.

(*e.*) For firemen, 1s. per hour.

(*f.*) For greasers, 1s. per hour.

Filling in Time.

6. Where certificated engine-drivers and firemen are engaged any part of their time engine-driving, and fill in the other time in workshops or elsewhere at other work for their employers, such men shall nevertheless be paid the rate above prescribed according to their respective classes.

Under-rate Workers.

7. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker, after due notice to the union, by the local Inspector of Awards, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider, after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period not exceeding six months as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Youths.

8. Nothing in this award shall apply to youths up to the age of eighteen years employed in firing or assisting in firing.

This clause shall be read as expressly subject to the provisions of the Inspection of Machinery Act, 1908.

Youths employed as firemen shall be paid the following rates: Eighteen and under nineteen years of age, 7½d. per hour; nineteen and under twenty years of age, 9d. per hour; firemen over twenty years of age to be paid the minimum rate of wages prescribed in subclauses (*e*) and (*f*) of clause 5 hereof.

Preference.

9. If any employer shall hereafter engage any worker who shall not be a member of the union, and who within one calendar month after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work

required to be done, and ready and willing to undertake the same.

10. The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any person of good character and sober habits who is or has been working as an engine-driver, foreman [fireman], or greaser, to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Exemption.

11. When the wages of a worker coming within the apparent scope of this award have already been fixed by an award of this Court or by an industrial agreement this award shall not apply; and this award is made subject to the condition that whenever an award or industrial agreement is hereafter made embracing any industry, trade, or business in which such workers are employed, such award or agreement may be made to supersede this award so far as regards the wages and conditions of such workers.

Christchurch Tramway Board.

12. The Christchurch Tramway Board is exempted from the operation of this award so long as it pays its engine-drivers, firemen, and greasers not less than the rates of wages fixed by this award, and gives to these workers the same conditions with regard to overtime, holidays, and Sunday work as are given for the time being to the motormen in the service of the Board.

Exemption of Local Bodies.

13. The following local bodies are exempted from the operation of this award if and so long as the said local bodies shall pay their engine-drivers, firemen, and greasers not less than they were being paid immediately prior to the making of this award:—

Christchurch Drainage Board.
Christchurch City Council.
Lyttelton Harbour Board.
Timaru Harbour Board.
Waimakariri Harbour Board.
North Canterbury Hospital and Charitable Aid Board.
South Canterbury Hospital Board.

Special Provisions as to Companies.

14. The following provisions shall apply to the Union Steamship Company of New Zealand (Limited), the Blackball Coal Company (Limited), the Westport Coal Company (Limited), and the Christchurch Gas Company (Limited):—

(*a*.) The said companies shall pay not less than the wages fixed by this award for any work coming within the scope of this award.

and shall pay the overtime rates herein prescribed for any work done by any worker in excess of forty-eight hours in any one week, and shall pay the rates herein prescribed for any work done on Sundays or on any of the holidays herein mentioned. In all other respects the said companies are exempted from the operation of this award.

(*b.*) All flour-mills and sawmills which at present are working under awards of the Court are exempted from the operation of this award.

(*c.*) Threshing-mill owners are exempted from the operation of this award so long as they do not haul for hire.

(*d.*) Dairy companies are exempted from the operation of this award so long as they pay their firemen the wages prescribed by this award, and pay them overtime for any work done in excess of forty-eight hours in any week.

Special Provisions as to Freezing-works.

15. (*a.*) The hours of work for engine-drivers employed in freezing-works shall not exceed eight hours per day (including Sundays), exclusive of the time necessarily occupied in getting up steam, and the provisions of clause 2 of this award shall apply to any time worked beyond these hours.

(*b.*) The said workers shall be paid not less than the wages fixed by this award, and they shall be paid at the rate of time and a half for any work done on New Year's Day, Easter Monday, Labour Day, and the King's Birthday, and at the rate of double time for any such work done on Christmas Day or Good Friday.

(*c.*) Clauses 7 and 8 of this award shall apply to freezing-works.

(*d.*) Save as herein expressly provided, none of the other provisions of the said award shall apply to freezing-works.

Term of Award.

16. This award shall come into force as from the 1st day of September, 1912, and shall continue in force until the 31st day of May, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 18th day of November, 1912.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies the recommendation of the Conciliation Council, which the parties agreed to accept.

The only questions to be settled by the Court related to exemptions. These, for the most part, have been made the same as in the last award (Book of Awards, Vol. x, p. 27).

W. A. SIM, Judge.

(2665.) ENFORCEMENTS OF AWARDS.

NORTHERN INDUSTRIAL DISTRICT.

In the Magistrate's Court at Auckland, before Mr. C. C. Kettle, S.M.

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks.
1912.						
Sept. 13	Inspector Göhns	The Auckland Workers' Co-operative Society (Limited)	Auckland Bakers and Pastrycooks (town)	Failing to give preference to unionists	5s. . .	Offence admitted.
Aug. 8	Ditto . .	G. A. Coles and Co. . .	New Zealand Male Boot Operatives	Failing to pay minimum wage to a heel-builder	5s., witnesses' expenses 12s.	"
Sept. 12	" . .	A. E. Dumper . .	Auckland Dairy Employees	Failing to join the workers' union within thirty days of his engagement	Nil . .	As defendant had joined the union since the case was filed, the Magistrate merely recorded a breach without imposing a fine.
Aug. 22	" . .	E. Wilson and Co. (Limited)	Auckland Drivers	Failing to provide a time-book for their drivers	£1 . .	Offence admitted.
Sept. 26	" . .	Tansley and Barrows	Auckland Dairy Employees	Failing to pay minimum wage of £2 6s. per week to workers employed on a milk-round	Nil . .	The defence was that the award was not intended to apply to boys engaged assisting retailers of milk, and that it had been a custom before the award came into force for boys to do this work and receive only a small sum (in this case 4s. per week was paid). The Magistrate held that it was clear from the award, and from an interpretation of the award given by the Arbitration Court—that the term "retailer" applies to every (such) worker irrespective of age, unless he is a learner (*i.e.*, for the first week employed learning the round), or if engaged in delivering (1) milk in wholesale quantities (*i.e.*, 5 gallons and upwards), or (2) humanized milk (see Vol. xii, page 626)—that these boys should be paid the minimum wage. He therefore ruled that a breach of award had been committed, but in view of the custom referred to by the defence he treated the case as one for interpretation, and recorded a breach only, without penalty.

ENFORCEMENTS OF AWARDS—*continued.*

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks.
1912. Sept. 26	Inspector Göhns	A. Russell	Auckland Dairy Employees	Failing to pay minimum wage of £2 6s. per week to workers employed on a milk-round	Nil ..	Breach recorded only. (See Tansley and Barrows's case p. 977.)
"	Ditto ..	F. J. Mollard ..	Ditto	Ditto	" ..	Ditto.
"	" ..	G. B. Warman ..	Auckland Furniture Trade	Failing to pay award rates to an improver named Gilchrist	£2 ..	Offence admitted. Defendant promised the Magistrate that arrears of wages would be paid.
Aug. 22	" ..	J. W. Attrill (employee of S. Kleinerman)	Auckland Hairdressers	Leaving his employment without completing his term of apprenticeship	£2 ..	The defence was that, as the boy was not indentured, he was not an apprentice within the meaning of the award.
		The evidence showed that the employer took the boy as an apprentice to learn the trade, and the award provides that five years shall be the period of apprenticeship. The Magistrate held that, although the award made no provision for apprentices to be indentured, it imposed a duty on them to serve the full term, and that defendant was not within his rights in leaving his employment without first applying to his employer with a view of having the apprenticeship mutually terminated.				
Sept. 26	" ..	P. Delaney ..	Auckland Hotel Workers	Employing a worker without first applying to the secretary of the union to supply him with one	£1 ..	Offence admitted.
Aug. 22	" ..	F. Mayrick ..	Auckland Hotel Workers	Failing to exhibit in some convenient place in his hotel a time-table of the working-hours of his employees	£2 ..	"
"	" ..	C. McManus ..	Ditto	Ditto	£5 ..	Offence admitted. The Magistrate held that the breach was deliberate,

Aug. 8	" ..	John Kelly.. ..	"	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£5, costs 7s.	Offence admitted. The Magistrate held that the offence was due to carelessness on the part of defendant.
Sept. 12	" ..	W. H. Gaw.. ..	Auckland Hotel Workers	Failing to exhibit in some convenient place in his hotel a time-table of the working-hours of his employees	£2 ..	Offence admitted.
"	" ..	D. Rogers	Ditto	Failing to pay award rates to a general hand	£2, witnesses' expenses 5s.	The defence in these cases was that Hally was not employed by Rogers, but that he was merely a guest, sometimes assisting for a short time serving drinks, &c., at night. The Magistrate decided, from the evidence, that the relation of employer and worker within the meaning of the Act existed between the parties, and he imposed penalties as shown.
"	" ..	J. Hally (employee in above case)	"	Failing to claim minimum wage from D. Rogers	10s., witnesses' expenses 5s.	
Aug. 22	" ..	A. J. Parker and Co.	Auckland Plumbers	Engaging a plumber without first applying to the workers' union to supply them with one	£2 ..	Offence admitted.
Sept. 26	" ..	J. McGrath.. ..	Auckland Plumbers	Failing to notify the secretary of the workers' union of the engagement of a non-unionist within twenty-four hours thereof	10s. ..	"

ENFORCEMENTS OF AWARDS—*continued.*

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks.
1912. Sept. 12	Inspector Göhns	E. McKeown and Sons	Auckland Restaurant Workers	Failing to pay minimum wage to a mid-day pantrymaid	£2 . .	Offence admitted. Defendant had paid the worker 10s. per week instead of the minimum wage of £1 2s. Arrears owing were paid up after the Inspector's investigation.
Aug. 29	Ditto . .	A. E. Thomas . .	Auckland Bakers and Pastrycooks (town)	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£10, costs 7s.	Defendant did not appear in Court.
"	" . .	Warnock Bros. . .	Auckland Carters	Ditto	£2, costs 7s.	Offence admitted.
"	" . .	W. Crandall . .	Auckland Restaurant Workers	"	£2, costs 7s.	"
Aug. 22	" . .	John Dobbin . .	Ditto	Failing to pay the minimum wage to a waiter and to a kitchenman	£1 . .	Offence admitted. Defendant had paid arrears of wages amounting to £11 2s. 6d. to the workers concerned after the Inspector's visit, and in view of this fact a nominal penalty only was imposed.

"	" ..	H. N. Jordan ..	New Zealand Federated Tailoresses	(1) Failing to pay minimum wage to a trouser-machinist; (2) failing to pay minimum wage to an apprentice in his third year; (3) failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£10 in each of first two cases, £10, with costs 7s., in third case ..	The evidence showed that the breaches were deliberate, and heavy penalties were therefore imposed.
"	" ..	Miss Clark (employee of H. N. Jordan)	Ditto	Failing to claim minimum wage provided for a trouser-machinist	Nil; breach recorded only	Offence admitted.
June 11	" ..	James Collett ..	Auckland Waterside Workers	Instigating, aiding, and abetting an unlawful strike	£20, solicitor's fee £5 5s., witnesses' expenses £3 3s., Court costs 4s.	A report of the circumstances of this strike will be found on page 473, together with the judgment of the Arbitration Court in an action against the Auckland Waterside Workers' Union for the offence with which Collett was charged in this instance. Ten cases against other men were dismissed, as the Court held it had not been proved that they took part in the strike.
June 13	" ..	Charles Peterson, C. Donald, Joseph Sherer, J. Devonport	Ditto	Taking part in an unlawful strike (four cases)	£1, solicitor's fee £1 1s., part witnesses' expenses 8s. 5d. in each case	
"	" ..	Thomas Woodward ..	"	Ditto (one case)	£5, solicitor's fee £1 1s., part witnesses' expenses 8s. 4d.	

ENFORCEMENTS OF AWARDS—*continued.*

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks.
1912. July 8	Auckland Butchers' Industrial Union of Workers	W. Morrow.. ..	Auckland Butchers	Employing a boy casually ..	£5, solicitor's fee £2 2s.	In this case the father of the boy was in the employ of defendant, and had employed the lad. The Magistrate, however, held the defendant responsible, as the evidence showed he knew the father was receiving the assistance of his son.
"	Ditto ..	W. Mallion	"	" " ..	£10, solicitor's fee £2 2s.	In this case a heavy penalty was imposed, as the Magistrate held that defendant had made a deliberate attempt to defeat the provisions of the award.
"	Auckland Timber-workers' Industrial Union of Workers	Ness Vale Land Company (Limited)	Auckland Timber-workers	Failing to pay wages in full at not longer intervals than half-monthly	£5, solicitor's fee £2 2s.	Defendant company stated that the employees preferred payment monthly. The Magistrate held, however, that the employer should have a fixed pay-day half-monthly, and hand the money to workers on that day.
In the Magistrate's Court at Onehunga, before Mr. E. Rawson, S.M.						
Sept. 2	Inspector Göhns	McCarten Bros. ..	Auckland Carters	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£3, costs 7s.	Offence admitted.

In the Magistrate's Court at Huntly, before Mr. F. O'B. Loughnan, S.M.

Sept. 27	Inspector Shanaghan	George Horwood ..	Auckland Butchers (country)	Failing to pay the minimum wage to a general hand	£1, Inspector's costs 15s.	Offence admitted. Defendant had paid the worker only £1 15s. per week instead of the award rate of £2 15s.
"	Ditto ..	H. A. Clinch ..	Ditto	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£1 10s., Court costs 7s., Inspector's costs 15s.	Offence admitted. In this case no entries had been made in the book for several months.

In the Magistrate's Court at Hamilton, before Mr. F. O'B. Loughnan, S.M.

Aug. 5	Inspector Göhns	Hamilton Furnishing Company (Limited)	Auckland Furniture Trade	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£5, Court costs 7s., part Inspector's costs 7s.6d.	Offence admitted.
"	Ditto ..	Hamilton Hardware Company (Limited)	Auckland Tinsmiths	Failing to pay minimum wage to two youths employed on tinsmith's work	£4, part Inspector's costs 7s. 6d.	The workers in question were occasionally employed assisting to make tanks. Defendants contended that, as the boys had not served an apprenticeship, they were not journeymen, but labourers, and were not covered by the award. The Magistrate held that if labourers were required to do journeymen's work they must be paid the minimum wage fixed by the award for journeymen.

In the Magistrate's Court at Cambridge, before Mr. F. O'B. Loughnan, S.M.

Aug 6	Inspector Göhns	John Ferguson ..	Auckland Coachworkers	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£2, Court costs 7s., part Inspector's costs 5s.	In this case defendant had a book which, however, the Magistrate held did not meet the requirements of the Act, in that it did not show the hours worked each day by each employee.

ENFORCEMENTS OF AWARDS—*continued.*

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks.
1912.	*In the Magistrate's Court at Gisborne, before Mr. W. A. Barton, S.M.*					
Sept. 12	Inspector Westbrooke	Hewitt Deason Robinson	Gisborne Shop Butchers	Failing to pay minimum wage to a second shopman	10s., costs 2s.	Offence admitted.
"	Ditto ..	Paul Graham Cornelius (employee in above case)	Ditto	Failing to claim minimum wage provided for second shopman	10s., costs 2s.	"
Aug. 29	" ..	William Atkinson ..	Poverty Bay Tailors	Failing to serve his apprenticeship	10s. ..	This case was previously before the Magistrate, who dismissed it (for full report see Vol. xii, p. 673). The Inspector appealed to the Arbitration Court, which upheld the appeal (for full report see p. 454), and when the case was referred back to the Magistrate he reversed his former decision and imposed a penalty as shown.
	WELLINGTON INDUSTRIAL DISTRICT.					
	In the Magistrate's Court at Napier, before Mr. S. E. McCarthy, S.M.					
Oct. 8	Inspector Bailey	R. West and Son ..	Napier Drivers ..	(1) Failing to pay award rates; (2) failing to provide a time-book for a driver to enter up his total daily hours of time worked (two cases)	£1 in each case	Offences admitted.
	In the Magistrate's Court at Hastings, before Mr. S. E. McCarthy, S.M.					
Aug. 30	Inspector Bailey	T. S. Dobson ..	Hawke's Bay Carpenters and Joiners	(1) Failing to pay wages weekly; (2) discharging an employee and failing to allow him the necessary time to put his tools in order as required clause 17 of the award	£3, with costs £1 8s. 3d. to cover both charges	Offences admitted.

Aug. 7	Ditto	A. White	Ditto	Failing to become a member of the workers' union within two weeks after his engagement, and to remain a member thereof	£2	Defendant did not appear in Court.
In the Magistrate's Court at Wanganui, before Mr. W. Kerr, S.M.						
Aug. 13	Inspector Moston	Kernohan and Son	Wellington Drivers (country)	Failing to verify and initial the carters' time-book within twenty-four hours after the entries had been made therein	£2	In these cases it was shown in evidence that no entries had been made in the book, nor was the same initialled for three weeks.
"	Ditto	Llewellyn Muller (employee in above case)	Ditto	Failing to enter daily in the time-book total hours of time worked by him	£1	
Aug. 14	"	A. C. Lennard	"	(1) Failing to verify and initial the carters' time-book within twenty-four hours after the entries had been made therein; (2) employing more than the proportion of youths to fully paid drivers allowed by award	£1 in first case, second charge dismissed	The first offence was admitted. In the second instance the Magistrate held that the youth in question was a general hand.
Sept. 24	"	James Cole	Wellington General Labourers (country)	Failing to pay overtime rates for work done on Saturday afternoon	£1	Offence admitted. Defendant pleaded ignorance of the provisions of the award.
In the Magistrate's Court at Palmerston North, before Mr. A. D. Thomson, S.M.						
Sept. 30	Inspector Culver	Elizabeth Williamson Smith	Palmerston North Hotel Workers	Failing to join the workers' union when requested to do so by the secretary	5s.	As defendant had since joined the union only a nominal fine was inflicted.
In the Magistrate's Court at Foxton, before Mr. A. D. Thomson, S.M.						
Sept. 27	Inspector Culver	J. Walls	Wellington Bakers	Boarding an employee on his premises without first obtaining a permit to do so from the Inspector of Factories	10s.	Offence admitted.

ENFORCEMENTS OF AWARDS—*continued.*

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks.
1912.	*In the Magistrate's Court at Otaki, before Mr. A. D. Thomson, S.M.*					
Sept. 6	Inspector Bolland	Howell Bros. ..	Wellington Butchers	Failing to pay award rates to a general hand (two cases)	Nil ..	The Magistrate recorded breaches only in each case, as he held from the evidence that the workers had been fairly treated by defendants, although technical breaches of the award had been committed.
"	Ditto ..	" ..	Ditto	Employing a boy casually ..	£1 ..	Offence admitted.
"	" ..	" ..	"	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£2, costs 11s.	"
	In the Magistrate's Court at Petone, before Dr. A. McArthur, S.M.					
Aug. 21	Inspector Carmody	William E. Rennie ..	Wellington Painters and Decorators	Engaging a non-unionist journeyman, and failing to make such engagement subject to the worker joining the union within seven days thereof	5s. ..	As the worker had joined the union after the case was filed, the Magistrate imposed only a nominal penalty.
	In the Magistrate's Court at Lower Hutt, before Dr. A. McArthur, S.M.					
Sept. 4	Inspector Carmody	A. Peters and Son ..	Wellington Farriers and General Blacksmiths	Failing to give notice in writing to the secretary of the union of the engagement of a non-unionist within twenty-four hours thereof	10s. ..	Offence admitted.

In the Magistrate's Court at Wellington, before Dr. A. McArthur, S.M.

Aug. 22	Inspector Carmody	Alfred Fortune ..	Wellington Carpenters and Joiners	Failing to provide proper sanitary conveniences for the use of the employees on his job	£2 ..	Offence admitted.
Sept. 3	Ditto ..	C. and A. Odlin (Limited)	Ditto	Failing to pay award rates (two cases)	£3 in each case	"
" 19	" ..	Kosher Meat Company	Wellington Butchers	Failing to pay award rates to a youth	£1 ..	"
Oct. 8	" ..	William Talbot ..	Wellington Farriers and General Blacksmiths	Failing to notify the secretary of the union in writing of the engagement of a non-unionist within twenty-four hours thereof	£2, costs 2s., witnesses' expenses 10s.	Offence admitted. Defendant stated that he had endeavoured to inform the secretary verbally.

In the Magistrate's Court at Wellington, before Mr. W. G. Riddell, S.M.

June 18	Inspector Carmody	The Union Clothing Company	Wellington Tailors	Having "bespoke" work done elsewhere than in their own shop	£1, costs 16s.	For full report of this case and judgment on appeal see page 806. The Arbitration Court found that defendants had failed to show that the Magistrate's judgment was erroneous, and dismissed the appeal with £5 5s. costs.
Sept. 27	Ditto ..	Isidore Jacobus ..	"	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£1, Court costs 9s., witnesses' expenses 4s.	Defendant had a book, but the Magistrate held it had not been kept to meet the requirements of the Act.

MARLBOROUGH INDUSTRIAL DISTRICT.

In the Magistrate's Court at Blenheim, before Mr. R. S. Florance, S.M.

Sept. 8	Inspector Tyson	Gosling and Son ..	Marborough Drivers	Failing to employ a stableman in stables where fourteen or more horses were kept	£1, costs £3 8s.	For full report see page 851.

ENFORCEMENTS OF AWARDS—*continued.*

CANTERBURY INDUSTRIAL DISTRICT.

In the Magistrate's Court at Christchurch, before Mr. H. W. Bishop, S.M.

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks.
1912. Aug. 23	Inspector Browett	Luke Adams ..	Canterbury Brick, Pottery, Pipe, Tile, and Clay Workers	Failing to pay minimum wage to an adult worker	Nil ..	The evidence showed that the employer, who had paid the worker only £1 4s. per week instead of 1s. per hour, had been misled by the worker as to his correct age when being engaged. The case against him was therefore dismissed, whilst the employee was fined as shown.
"	Ditto ..	Donald Chidley (employee in above case)	Ditto ..	Failing to claim minimum wage from L. Adams	£2 ..	
"	" ..	Tai Tapu Dairy Company	Canterbury Dairymen's Employees	Failing to provide a first engine-driver with a house in addition to paying him the minimum wage of £2 15s. per week	£3, witnesses' expenses 5s.	..
"	" ..	Alfred Hollobon ..	Canterbury Drivers	Failing to pay award rate to a driver	£1 ..	..
"	" ..	W. Nicholls and Son	Canterbury Tanners, Fellmongers, and Skinners	Failing to pay minimum wage to a wool-sorter (two cases)	£2 each case, with witnesses' expenses £1 8s.	Defendant had paid the workers only 1s. per hour, instead of the award rate of 1s. 4½d.
Sept. 18	Inspector Hood	R. B. Owen ..	Christchurch Tailoring Trade	Failing to pay award rates to a presser	Nil ..	Dismissed. The evidence showed that the worker in question was not a presser, but only occasionally pressed a few vests. He was not, however, doing this work by direct orders from his employer.

„	Ditto ..	David F. Oldridge (employee of Tai Tapu Dairy Company)	Canterbury Dairymen	Failing to claim to be provided with a house in addition to receiving the minimum wage	5s., mileage 3s.	..
Aug. 23	Inspector Browett	Robert Garth ..	Canterbury Furniture Trades	Failing to pay overtime rate to J. Barker	Nil ..	The Magistrate held that Barker was a foreman, and dismissed the case.

In the Magistrate's Court at Timaru, before Mr. V. G. Day, S.M.

Sept. 25	Inspector Lightfoot	Miller Bros. ..	Canterbury Bricklayers	Employing more than the proportion of apprentices to journeymen allowed by the award	Nil ..	This case was previously before the Magistrate, who stated a case for the opinion of the Arbitration Court (for full report see page 599). The Court held that the employment of an apprentice when no journeymen were employed (as were the circumstances in this case) was not a breach of award. When the case was referred back to the Magistrate he therefore dismissed it.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

In the Magistrate's Court at Oamaru, before Mr. T. Hutchison, S.M.

July 24	Inspector Yorke	Alexander Cassells, George Drummond, William Fletcher, David Little, Angus McIvor, John M.Ross, Frederick Rusbatch, John Rusbatch, Albert Smart, Gilbert Smart, James Smart, Robert Smart, Robert Smith (employees of Christchurch Meat Company, Eveline)	Otago Slaughtermen	Taking part in a strike contrary to section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1908 (thirteen cases)	£1 in each case	(For full report see page 871.) This strike took place on the 4th June, 1912. The men demanded the dismissal of a learner who had been engaged against their wishes, and contended that there were enough learners already employed. The company refused the request, and the men struck. They did not resume, and the works were closed down. The duration of the strike is estimated at six weeks, because in the ordinary course of events the season would have lasted that time after the strike occurred. The men accepted the Court's decision, but it was then too late in the season to reopen the works. The learner about whom the dispute arose found other employment.

ENFORCEMENTS OF AWARDS—*continued.*

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks
In the Magistrate's Court at Lawrence, before Mr. J. R. Bartholomew, S.M.						
Aug. 13	Inspector Hollows	F. J. S. Martin ..	Otago and Southland Bakers	Employing a carter in the bakehouse	£3 ..	Offence admitted.
〃	Ditto ..	C. Stanwick ..	Ditto	Ditto	£3 ..	〃
In the Magistrate's Court at Dunedin, before Mr. H. Y. Widdowson, S.M.						
Aug. 6	Inspector Hollows	George F. Jackson ..	Otago and Southland Pastrycooks	Failing to keep a time-book in his bakehouse	£2, witnesses' expenses 5s.	Offence admitted.
Aug. 27	Ditto ..	Schlaadt Bros. ..	Otago Engineers	Employing four apprentices and failing to notify the Inspector of Factories of same within one week after the expiration of the period of probation	£1 ..	
Oct. 8	〃 ..	Andrew Nelson ..	Otago and Southland Furniture Trades	Failing to pay award rate ..	10s., witnesses' expenses 4s.	Defendant makes a special class of chair, doing no other kind of work. He had paid the worker only 10½d. per hour instead of the minimum wage of 1s. 4½d. It was shown that little or no skill was required in the performance of the work; but the Magistrate held that either the worker should have obtained an under-rate permit or that the award rate should have been paid.
Oct. 1	〃 ..	Annie Ainge ..	Otago Hotel Workers	Employing an assistant without first applying to the secretary of the workers' union to furnish her with one	£1 ..	Offence admitted.

In the Magistrate's Court at Kaitangata, before Mr. J. R. Bartholomew, S.M.

Aug. 22	Inspector Hollows	New Zealand Coal and Oil Company (Limited)	Otago Coal-miners	Failing to pay heading yardage rates to two miners when driving a heading	Nil, witnesses' expenses £1 10s.	The evidence showed that defendants had considered the place in question, a "stenton," for which a lower yardage rate is paid. The Magistrate held that the company's mistake was a *bona fide* one, and as the arrears of wages (£1 13s. 4d.) had been paid to the workers he recorded a breach only, with costs.

In the Magistrate's Court at Owaka, before Mr. J. R. Bartholomew, S.M.

Sept. 25	Inspector Hollows	Leggett and Campbell	Southland Timber-yards and Saw-mills	Failing to pay wages due to a dismissed worker immediately on production of a certified statement of time worked	Nil ..	It was stated for the defence that the delay in payment was due to the worker having claimed, in addition to payment for four days worked, a week's wages in lieu of notice, which request had to be sent to the company's head office in Invercargill for consideration. The Magistrate held that a technical breach of award had been committed, but under the circumstances he dismissed the case as an excusable breach under section 16 of the Industrial Conciliation and Arbitration Amendment Act, 1908.

In the Magistrate's Court at Riverton, before Mr. G. Cruickshank, S.M.

Sept. 2	Inspector Bower	Donald McKay ..	Southland Timber-yards and Saw-mills	Failing to give one week's notice of termination of employment with W. H. Brown	Nil ..	Dismissed, owing to conflicting evidence.

WELLINGTON INDUSTRIAL DISTRICT.

(2666.) NAPIER FISHERMEN.—NOTICE OF CONCURRENCE IN AN INDUSTRIAL AGREEMENT.

To the Clerk of Awards at Wellington.

Take notice that we, the undersigned, hereby signify our concurrence in the industrial agreement dated the 28th day of August, 1912, made between the Napier Trawling Company, Port Ahuriri, and the Hawke's Bay Fishermen's Industrial Union of Workers, and filed at your office as No. 65.

Dated at Port Ahuriri, this 27th day of September, 1912.

Henry Brusey, Port Ahuriri, Captain.
Charles Blackburn, Port Ahuriri, Fisherman.
John Wm. Foster, Port Ahuriri, Fireman.
Charles Lampin, Port Ahuriri, Fisherman.

(2667.) WANGANUI FREEZING-WORKS EMPLOYEES.—AGREEMENT.

This industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 14th day of October, 1912, between the Wellington Freezing-works Employees' Industrial Union of Workers (hereinafter called "the union"), on the one part, and the Wanganui Meat-freezing Company (Limited), hereafter called "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

3. This agreement shall continue in force from the day of the date hereof until the 22nd day of February, 1915, and thereafter shall continue in force until superseded by another agreement or by an award made under the provisions of the said Act.

In witness whereof the parties hereto have executed these presents the day and year first before written.

THE SCHEDULE BEFORE REFERRED TO.

Hours of Work.

1. An ordinary day's work shall not exceed eight hours in each twenty-four hours.

Unless otherwise mutually arranged, intervals for meals shall continue as at present.

Rates of Pay and Working-conditions.

2. The following shall be the minimum rates of wages and pay to be paid to, and the conditions to be observed by, the following several classes of workers, namely:—

	Per Hour.		
	£	s.	d.
Slaughterhouse assistants—			
Boners	0	1	4½
Boners, improvers (men who have been less than two years at the work)	0	1	3
Fellmongery—			
Skin-washers	0	1	4½
Painters	0	1	4½
Limers	0	1	4½
Fleshers	0	1	4½
Fleshers (learners for first three months) ...	0	1	3
Scudders	0	1	4
Scudders (learners for first three months) ...	0	1	3
Pelt-classers	0	1	4
Wool-pressers	0	1	3
Trimmers	0	1	3
All other hands not herein specified	0	1	3
Preserving-department workers	0	1	3
Freezing-chamber hands—			
Chamber-work	0	1	4½
Discharging — Ordinary overtime and Sunday rate	0	1	10

After the first eight hours' work on any one day at either or both chamber-work or discharging the rate of wages shall be 1s. 10d. for either class of work.

	Per Hour.		
	£	s.	d.
Manure-house—			
General hands	0	1	3
Tallow-house—			
General hands	0	1	3
Hide-house—			
Leading hand	0	1	4½
Other workers	0	1	3
Preserving department—			
General hands	0	1	3
Engine-room—	Per Day.		
Firemen	0	10	0

	Per Hour. £ s. d.
Engine-room—*continued.*	
General labourers	0 1 3

Pullers—

All pulling shall be paid for at piecework rates.

The rate of pay during ordinary time shall not be less than 9d. per dozen.

The rate of pay on Sundays or any of the holidays hereinafter specified shall not be less than 10d. per dozen.

All skins shall be placed as conveniently as practicable near each puller, who shall be required to pull and sort the wool.

Pullers required to wait on the employers' premises shall be paid for time so occupied in waiting at the rate of 2s. per hour.

	£ s. d.
General labourers—	
Workers not otherwise specified (per hour) ...	0 1 3

3. *Youths and boys*—	Per Week.
Up to 15 years of age	0 12 6
,, 16 ,, ...	0 18 0
,, 17 ,, ...	1 5 0
,, 19 ,, ...	1 10 0
Over 19 ,, ...	2 0 0

Youths and boys shall not be employed in any department in greater numbers than one boy to every three men or fraction of the first three.

In cases where a weekly wage is fixed no deduction shall be made therefrom save for time lost through worker's default or sickness. In all other cases the worker shall be entitled to be paid only for the time actually worked by him.

Holidays.

4. The recognized holidays shall be 1st January, Christmas Day, Boxing Day, birthday of reigning Sovereign, Good Friday, Easter Monday, and Labour Day; also two other days to be arranged to meet the requirements of the several localities.

All work done on Christmas Day or Good Friday shall be paid for at double rates. All work done on any of the other holidays or on Sundays shall be paid for at the rate of rate and a quarter, except in the case of pieceworkers and freezing-chamber hands.

Overtime.

5. Except where otherwise provided, all time worked in excess of eight hours in any one day shall be considered overtime, and shall be paid for at the rate of rate and a quarter. The provisions of this clause shall not apply to workers at piecework rates.

Preference.

6. Preference of employment shall, in the engagement of workmen, be given to members of the union, provided and so long as

the rules of the union permit any person of good character, upon payment of an entrance fee not exceeding 5s., and of subsequent contributions at a rate not exceeding 6d. per week, upon the written application of such person stating his desire to join the union, without ballot or other election, to become and remain a member thereof.

Nothing herein contained shall prevent the continued employment or the re-employment of workers now in the employment of any employer, although such workers may not be or become members of the union, provided they are employed at the same class of work each season.

When members of the union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony, and shall receive equal pay for equal work.

General Conditions.

7. (*a.*) Gloves, aprons, overalls, &c., or materials therefor, shall be supplied by the employers to those workers whom it has been customary to supply with same.

(*b.*) Suitable dressing-rooms shall be provided, with provision for bathing and drying wet clothes.

(*c.*) Waiting-time and delay in setting men to work shall be avoided as far as possible.

(*d.*) Spells of a reasonable time shall be allowed to men who are in a heated condition through working outside, to cool before entering the freezing-chambers. No deduction shall be made from the men's wages on account of such spells.

(*e.*) Spells for smoking shall be allowed as at present.

(*f.*) Where contracts are let all contractors shall pay the men employed by them not less than the minimum rate of wages herein prescribed. The employers shall make it a binding term of any such contract that the contractor shall comply with this condition.

(*g.*) Subject to the provisions of this award the employers shall retain and have full powers to manage and control their business and the conduct of their employees in connection therewith, and to make reasonable rules and regulations relating to the management thereof and the hiring, conduct, duties, and dismissal of persons in their employ.

(*h.*) This agreement shall not apply to permanent hands employed from year to year.

Under-rate Workers.

8. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker, after such due notice to the union, by the local

Inspector of Factories; and such Inspector in so fixing such low wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector may think fit to consider after hearing such evidence and argument as the union and such worker shall offer. Such permit shall be for such period not exceeding six months as such Inspector shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have the wage fixed in the manner prescribed in this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector may think fit.

(*b.*) Notwithstanding the foregoing, it shall be competent for a worker to agree with the president or secretary of the union upon such wage without having the same so fixed.

(*c.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*d.*) It shall be the duty of an employer, before engaging a worker at such low wage, to examine the permit or agreement by which such wage is fixed.

Matters not provided for.

9. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

[SEAL.]
JOHN R. MACLENNAN.
M. J. REARDON.

The seal of the Wellington Freezing-works Employees' Industrial Union of Workers was affixed hereto by John R. MacLennan and Michael John Reardon, the president and secretary of the union respectively, on this 14th day of October, 1912, in the presence of—E. Kennedy.

[SEAL.]
E. A. CAMPBELL, } Directors.
C. L. DUIGAN, }

The seal of the Wanganui Meat-freezing Company (Limited) was affixed hereto by two directors of the company, on the 24th day of October, 1912, in the presence of—C. M. Cresswell, Secretary.

(2668.) WELLINGTON DISTRICT IRON AND BRASS MOULDERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Wellington Iron and Brass Moulders' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Wellington—
  Andrews, Walter, Holland Street.
  Bartow, C. H., 3 Tory Street.
  Ballinger, Thomas, and Co., 58 Victoria Street.
  Carter, George, 146 Featherstone Street.
  Crabtree, W., and Sons, Eva Street.
  Cable, W., and Co., Kaiwarra.
  Dutch, W. A., Wakefield Street.
  Danks, S., and Son, Brandon Street.
  Jenkins and Mack, Ballance Street.
  Johns, Wallace, and Muir, 63 Tory Street.
  Luke, S., and Co. (Limited), Wakefield and Allen Streets.
  Murphy, J., and Son, Quin Street.
  Neilson, Murray, and Co., Revans Street.
  Parkinson and Corran, Ballance Street.
  Robertson, D., and Co. (Limited), Old Customhouse Street.
Palmerston North—
  Berry, E. D., Ashley Street.
  Burgess, Adam, Rangitikei Street.
  Martin, A. F., Main Street.
  Scott, Niven, and Co., Church Street.
  Withers and Thompson.
Wanganui—
  Allen Bros.
  Campbell, W. E.
  Murray, David.
  Russell and King.
  Stuart Bros.
Napier—
  Butters, Hale, and Co., Port Ahuriri.
  Fisher, F. A., and Son, Emerson Street.
  Niven, J. J., and Co., Waghorn Street, Port Ahuriri.
  Williams, H., and Son, Hastings Street.
Masterton—
  Farmers' Implement Company.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 16th day of December, 1912, and shall continue in force until the 2nd day of December, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 2nd day of December, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. Forty-seven hours shall constitute a week's work, of which eight hours and a half shall be worked on each working-day except Saturday, and four hours and a half on Saturday.

Overtime.

2. All time worked in excess of the time mentioned in clause 1 hereof in any one day shall be paid for at the rate of time and a quarter for the first two hours, and thereafter at the rate of time and a half.

Holidays.

3. (*a*.) Work done on New Year's Day, Easter Monday, or the King's Birthday shall be paid for at the rate of time and a half.

(*b.*) Work done on Sunday, Good Friday, Labour Day, or Christmas Day shall be paid for at the rate of double time.

Wages.

4. The minimum wage for journeymen moulders (except machine moulders) shall be 1s. 4½d. per hour, and for machine moulders 1s. 3d. per hour.

Apprentices.

5. (*a.*) An employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rate of wages, viz.: For the first year, 5s. per week; for the second year, 10s. per week; for the third year, 15s. per week; for the fourth year, £1 per week; for the fifth year, £1 5s. per week.

(*b.*) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship. The obligation of the apprentice to serve the employer shall be deemed a duty enforceable under this award.

(*c.*) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice, he shall give him a certificate for the time served, and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(*d.*) An employer taking an apprentice shall give notice thereof, and of the name of the apprentice, to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly, within one week thereof, give notice of such transfer to such Inspector.

(*e.*) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(*f.*) When an apprentice is discharged for cause, the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories.

(*g.*) All time lost by an apprentice through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship, but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

(*h.*) An employer shall not be bound to pay an apprentice for time lost through the default of the apprentice, or by his voluntary absence from work with the consent of his employer; but an employer shall not be entitled to make any deduction from the wages of an apprentice for time lost through sickness or any cause other than those hereinbefore specified.

(*i.*) The proportion of apprentices shall be not more than one to every two journeymen moulders or fraction of the first two.

Improvers.

6. An apprentice after serving his apprenticeship may be employed as an improver at the rate of not less than 11d. per hour for one year after the expiration of his apprenticeship, and thereafter for another year at the rate of not less than 1s. 3d. per hour.

Country Work.

7. (*a.*) For country work the employer shall pay the fare of the worker both ways, and a proper allowance at current rates shall be made to the worker for necessary meals. When the worker is employed at such a distance that he is unable to return to his home at night, suitable board and residence shall be provided at the employer's expense.

(*b.*) Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours in a day.

(*c.*) Where a worker is employed on country work at such a distance that he is unable to return to his home at night, he may agree with his employer to work at ordinary rates in excess of the hours prescribed by clause 1 hereof.

Under-rate Workers.

8. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards, or such other person as the Court may from time to time appoint for that purpose, and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector

or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period not exceeding six months as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

9. (*a.*) If any employer shall hereafter engage any journeyman moulder who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement, and remain such member, the employer shall dismiss such journeyman from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(*b.*) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any journeyman moulder of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Matters not provided for.

10. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Term of Award.

11. This award shall come into force on the 16th day of December, 1912, and shall continue in force until the 2nd day of December, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 2nd day of December, 1912.

W. A. Sim, Judge.

MEMORANDUM.

A similar award to the present has been made in the other three principal industrial districts, and the award in effect is a Dominion award, though not so in form. The general provisions are the same, in substance, as those contained in the engineering award made in 1910.

In the Canterbury District core-making is left the same as it was under the award made in 1905 and under the one made in 1908 (Book of Awards, Vol. vi, p. 224; Vol. ix, p. 444). The following passage is quoted from the reasons given for the award made in 1905: "It is not necessary to make special provision for core boys not learning the trade of ironmoulding, as we do not think that they should be reckoned as or treated as apprentices."

In Dunedin some core-making is done by workers who are not journeymen moulders or apprentices. There was no information before the Court as to the practice in the other two districts. The intention of the Court is that the present award shall not interfere with the existing practice on the subject in any district.

W. A. Sim, Judge.

(2669.) WELLINGTON PLASTERERS.—ENFORCEMENT OF AWARD.

In the Magistrate's Court at Wellington, 29th October, 1912.—The Wellington Plasterers' Industrial Union of Workers (Mr. Findlay) *v.* T. Foley and Sons (Limited), Wellington (Mr. Myers).

The plaintiff claims to recover from the defendant the sum of £10 as a penalty for a breach of the Wellington Plasterers' award dated the 27th day of June, 1912. The following are the particulars of the said breach:—

The defendant, being a party bound by the said award, employed one A. Barn, a journeyman plasterer under the said award, upon country work—to wit, at Hawera—under circumstances requiring him to sleep away from his home from the 1st July, 1912, to the 12th September, 1912, or thereabouts, and did fail to provide the said A. Barn with tent and other sleeping-accommodation as provided by clause 9 (*d*) of the said award.

Clause 9 (*d*) of the award already referred to is as follows: "When journeymen employed upon country work are required to sleep away from their homes," &c. This requires the Court to consider what is meant by "country work." In doing so it appears to me that I have to look to the scope of the award, and in doing so I find clause 12 says, "This award shall be limited to employers carrying on business in the City of Wellington or within a radius of twenty-five miles from the Chief Post-office in the City of Wellington." The award then, as I read it, can have no effect on business carried on beyond a radius of twenty-five miles from the City of Wellington. Should an employee go to work beyond that radius he is outside of the scope of the award in question. He may come within the scope of another award, or he may be outside of the scope of any award. In the first case he will be under the scope of the award where he works unless he has some agreement with his employer to be paid under the Wellington award, or where he is outside the scope of any award he must, in my opinion, rely on his agreement with his employer; he cannot claim under the Wellington award, the scope of which, as already pointed out, is confined to twenty-five miles from Wellington.

In my opinion the case is concluded by Wellington Carpenters *v.* Barr and Shaw (Book of Awards, Vol. ix, p. 618). Mr. Findlay has pointed out a distinction in the present case and the one just cited, but I fail to see that the fact that no award was of avail in Hawera supports his distinction.

I consider, therefore, that the plaintiff must fail in his claim, as the defendant is not within the scope of the Wellington award. Judgment for the defendant, with £1 1s. costs.

(2670.) WELLINGTON CARPENTERS.—ENFORCEMENT OF TOWN AWARD.

In the Magistrate's Court at Wellington, 19th November, 1912, before W. G. Riddell, Esq., S.M.—Inspector Carmody (Mr. Ostler) *v.* Ibbotson (Mr. Evans).

JUDGMENT OF THE MAGISTRATE.

PLAINTIFF claims £10 as a penalty for a breach of the Wellington Carpenters' award in that he did, on or about the 13th August, 1912, employ a non-unionist carpenter named Kenzitt and did fail to notify the secretary of the union in writing of such employment within twenty-four hours thereafter. The facts are that in July last defendant's business was slack, and he arranged with Kenzitt, who was in his employ, to obtain employment elsewhere for a month until defendant could take him on again; defendant to pay Kenzitt 5s. per week until he was prepared to take him back, on condition that Kenzitt returned to defendant's employment immediately he was notified to do so. Kenzitt went to work for one Williams, from whom he received the union rate of wages. He did not inform Williams of the arrangement he had with defendant. On the 10th August Kenzitt left on quarter of an hour's notice to

Williams and went back to work for defendant. Kenzitt had been a member of the union, but having become a defaulter he was struck off the union's books, and on the date of his returning to defendant's employment he was not a member of the union. Clause 12 of the Wellington Carpenters and Joiners' award states,—

"(*a.*) If any employer shall hereafter engage any worker who shall not be a member of the union, and who within one week after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

"(*b.*) Whenever an employer shall employ any worker who is not a member of the union he shall within twenty-four hours thereafter give notice in writing of such employment to the secretary of the union."

Defendant's counsel argues that Kenzitt had not left defendant's employment while he was working for Williams, and consequently does not come under paragraph (*b*) of clause 12 of the award. The cases cited in support of this argument are the Napier Painters' Union *v.* Bartle (Book of Awards, Vol. v, p. 37) and the Wellington Furniture Trade Union *v.* the D.I.C. (Book of Awards, Vol. x, p. 222). The facts in each of the cases cited are different from those in the present one, and I do not think the decisions are applicable. I think the admitted facts show that Kenzitt was retained by defendant at a fee of 5s. per week for the first call upon his services, whether Kenzitt was working or not. With defendant's approval he was free to accept employment anywhere, so long as he responded to defendant's call to return. I do not think it can be argued that Kenzitt remained in defendant's employment because he was paid a retaining fee of 5s. per week. The argument would have been stronger if the contract had provided a payment by defendant and a promise on Kenzitt's part not to work for any other person while he was not working for defendant. To employ a worker belonging to a carpenters' union raises the inference that the worker is to be employed doing carpenter's work. That, I think, can be gathered from clause 12 (*a*).

It is also argued that it was unnecessary for defendant to notify the union that he had employed a non-unionist, because the union were already in possession of the fact. The award casts a duty upon the employer to give notice in writing within twenty-four hours after the commencement of the employment, and the fact that the union did not require this information does not relieve the employer from liability. If the union secretary is aware of the facts which should be supplied by the employer that is a matter which can be taken into consideration in determining the penalty which, under the circumstances, should be imposed on the employer.

A conviction will be recorded, and defendant ordered to pay counsel's fee, £1 1s.; one witness, 8s.

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(2671.) HUNTLY COAL-MINE EMPLOYEES.—AGREEMENT (TAUPIRI COAL-MINES, LIMITED).

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, between the Taupiri Coal-mines (Limited) Industrial Union of Employers (hereinafter called "the company"), of the one part, and the Huntly Coal-mine Employees' Industrial Union of Workers, registered as an industrial union under the said Act (hereinafter called "the union"), of the other part, witnesseth that it is agreed by and between the parties as follows:—

SCHEDULE.

Hours of Work.

1. (*a*.) From the 1st April to the 30th September, inclusive, one-half of the men (miners in pairs), truckers, and others shall commence to descend at 7.30 a.m. and commence to ascend at 3.29 p.m.; the other half of the men (miners in pairs), truckers, and others shall commence to descend at 8.30 a.m. and commence to ascend at 4.29 p.m. From the 1st October to the 31st March, inclusive, the ordinary shift of miners, truckers, and others shall commence to descend at 8 a.m. and commence to ascend at 3.59 p.m. If at any time during this period the output of the mines is insufficient to meet the company's trade requirements the company, until the full requirements of the trade are met, shall from time to time have the right to work the mines in shifts according to the provisions obtaining for the period between the 1st April and the 30th September.

(*b*.) Should the necessity arise through accident the company shall have the right to double-shift any mine or part of a mine, half of the second shift commencing to descend at 3.30 p.m. and commencing to ascend at 11.29 p.m., the other half commencing to descend at 4.30 p.m. and commencing to ascend at 12.29 a.m.

(*c*.) Subject to the approval of the manager and the president of the union, the hours of labour may be varied, but in no case shall the hours be varied to constitute a day's work to be less than eight hours from bank to bank, excepting on the alternate Saturday to pay Saturday, when the hours shall be six and one-half from bank to bank. On pay Saturday the mines shall remain idle unless the company is compelled to work to supply orders or unforeseen circumstances arise, when the hours of work shall be six from bank to bank and the hour of starting on both Saturdays 7 a.m.

(*d.*) Each and every underground worker shall work full time at the face or other working-place, allowance being made only for time lost in travelling, which shall be calculated on the measured distance to be travelled at a walking speed of two miles and a half per hour. Any worker disregarding the provisions of this clause shall be liable to immediate dismissal.

(*e.*) For surface hands eights hours' working-time shall constitute a day's work on the first five days of the week, and six and a half hours working-time on Saturday.

Cavilling.

2. (*a.*) The places shall be cavilled for every three months by drawing the places from one receptacle and the men's names from another. The mines shall be cavilled alternate fortnights in January, April, July, and October. The places to be numbered in the mine in consecutive order, dividing the mine into districts if more than ten pairs of men are engaged in the mine. If there be more than one pair of men to shift from any district at one time they shall cavil for fresh places. Men wishing to change mates can do so at cavilling. Any place not having fourteen days' work in it at the time of cavilling must have another place cavilled along with it so far as practicable. When the men are working on the coal, and the requirements of the trade necessitate a suspension of work, one day's notice shall be given to the men working before they are called upon to shift. Men shall have the right to return and clean the place before the termination of the cavil.

(*b.*) The company shall have the right when necessary to cavil six ordinary working-places, exclusive of special places, in any or all of the mines for the afternoon shift.

(*c.*) The faces of all bords shall be left in working-order. A bord shall be deemed to be in working-order when it is left with a 3 ft. cutting or a back-end shot, or 4 ft. bench in a bench bord, so that new men coming into the place allotted to them by ballot shall be able to fill the same average quantity of coal on the first day as on any succeeding day during the balance of the period of the cavil. Any place rendered vacant by the men double-shifting, such place may be manned with other men during their absence. Two representatives of the union may scrutinize cavilling.

(*d.*) In the event of any working-place being left in bad order at the end of cavil, the miners cavilled to such place shall report same to the manager or underviewer, and they, together with the workmen's inspectors, shall examine the place so complained of. And if complaint be well grounded they shall value the work required to put the place in reasonable working-order, and the amount so ascertained shall be deducted from the earnings of the men responsible and be paid by the company to the men entitled to receive same. If complaint be not sustained, then the complainants shall pay costs incurred.

Special Work.

3. Should the manager have any special work he must call for volunteers three clear days before the cavil, and must state dimensions of places. Should there be more volunteers than required for special places, those unsuccessful shall be cast in the general cavil, or, failing volunteers, the place may be worked by shift at the option of the manager.

The manager shall have the right to drive mullocky headings on shift-work, and also have the right to call tenders for driving any heading which is not being driven on a full face of clean coal, and to work the same at the lowest or any such tender, or to drive it on shift-wages.

When a full face of clean coal is being driven on any contract the same shall be driven at schedule rates.

In the event of shift-wages being adopted the manager to have the right to select the men required for the work. Special places may be started at any time by giving three days' notice.

Double Shifting.

4. Should the manager require to double-shift any place the men in the place to choose their own mates within two days after having notice from the manager, and should they fail to find mates in the given time the manager shall find them. Headings driven double-shift are to be paid 2d. per ton extra, and 1s. 6d. per yard extra. "Double shift" means where a pair of men succeed another pair and work on the same working-face. When any portion of a double-shift party absents himself or themselves from their work for more than one shift without providing a substitute approved of by the management, the management shall have the right to appoint a temporary substitute.

Trucking.

5. All trucking shall be done by the company.

Yardage Rates.

6. All places not exceeding 64 ft. in area shall be paid 6s. per yard; from 64 ft. to 80 ft. 4s. 6d. per yard.

Bords 14 ft. wide up to 7 ft. high, 3s. per yard; bords 14 ft. wide, 7 ft. high, and up to 8 ft. 6 in. high, 2s. per yard.

Ribbing or taking off side coal, up to 3 ft., 1s. 6d. per yard.

Breaking away new bords, 10s. extra.

Piercing up, 1s. per foot up to 8 ft. 6 in. high, measuring square across and perpendicular.

Wet work (when not dealt with under clause 15), 1s. 6d. per yard extra.

Double-shift dip headings to be paid 12s. per yard to cover all contingencies, if not let by special contract.

Miners taken from the Face, &c.

7. When men leave or are taken from the face their turn ceases. If a miner be taken from the coal by the manager to do any kind of odd work he shall be paid at the rate of 11s. per day. If boys are taken from the coal who do not receive full turn, they shall be paid according to their turn on the coal.

Timbering to be paid for as follows: Props up to 8 ft., 1s.; over that height, 2d. per foot; sets of timber up to 6 ft. by 6 ft., 3s. per set; over these dimensions, special arrangements.

Truckers' Wages.

8. (*a.*) Trucking shall be either carried out by a system of co-operative contracting or by day-wages. If by day-wages then the wages shall be as follows: From sixteen to seventeen years of age, 5s. per day; from seventeen to eighteen years of age, if without three months' previous experience, 6s. per day for the first three months, and thereafter 7s. 1d. per day. If they have had three months' previous experience they shall be paid 7s. 1d. per day. From eighteen to nineteen years of age, if without three months' previous experience, 7s. 4d. per day for the first three months, and thereafter 8s. 4d. per day. Nineteen years and over, if without previous experience, 8s. 4d. per day for the first three months, and thereafter 9s. 6d. per day. Experienced truckers over the age of nineteen years, 9s. 6d. per day.

(*b.*) Rope-road clippers: From fourteen to sixteen years, 4s. per day; from sixteen to seventeen years, 5s. per day; from seventeen to eighteen years, 7s. per day; from eighteen to nineteen years, 8s. per day; from nineteen and over, 9s. 6d. per day.

Wages of other Underground Workers.

9. Other underground workers shall be paid not less than the following wages: Miners and workers engaged on general shift-work, 11s. per shift; machinemen, 11s. 3d. per shift; machine apprentices, 5s. 6d. to 8s. 6d.; shooters, 11s. 3d. per shift; fillers, 10s. 8d. per shift; roadmen, 10s. 6d. per shift; rope-road men, 10s. per shift; onsetters, 10s. per shift; horse-drivers, 8s. 4d. per shift. Youths of the age of sixteen to eighteen years employed as horse-drivers or on any other class of work not coming within clause 8 hereof shall be paid from 5s. to 7s. per day, according to experience and ability; over eighteen years of age, if experienced, 8s. per day.

Tonnage Rates.

10. The hewing rates shall be 2s. 5d. per ton, except that, in places where the grade is 1 in 6 or over, 2d. per ton extra shall be paid; the gradient to be based on the last pair of rails permanently laid. 2s. per ton to be paid for fireclay. Mullock, unsaleable

coal, band or clod, whether filled in or thrown back, to be paid for at the rate of 1s. per skip. Stone picked out of coal to be paid for at the rate of 1s. 10d. per skip. Bottom stone thrown back or filled, by instructions, 1s. 1d. per skip. House-coal to be put back and stacked as instructed by the manager, for which 6d. per ton extra will be paid, based on a rate of 45 cubic feet to the ton. Men working in clean free coal must hole and cut their coal to a depth of at least 3 ft.

Laying Roads and sharpening Tools.

11. Miners to lay one road in their working-places. The company to sharpen all miners' tools. All picks to be properly drawn and sharpened. The company to provide sleepers, dogs, and rails at the face for the miners to lay roads. Sleepers to be laid not more than 4 ft. apart.

Boring.

12. Boring in roof, 4d. per foot up to 12 ft.; 12 ft. and upwards, 6d. per foot; boring in floor, 9d. per foot for the first 3 ft., after that 1s. per foot.

Tamping.

13. The company shall provide tamping and place it convenient for the truckers to take to the face.

Benching.

14. Miners to have the option to bench in bords up to 12 ft. high.

Wet and Deficient Places.

15. (*a.*) Miners working in wet places shall be paid shift-wages for five and a half hours' work in the face (exclusive of crib-time) if unable to earn this amount on schedule rates.

(*b.*) If any dispute arises as to whether a place is a wet place, such dispute shall be decided by the manager and a union representative. If they fail to agree they shall appoint an umpire, whose decision shall be final.

(*c.*) The manager may protect the miners from getting wet by erecting sheets of iron, and on that being done the place shall cease to be a wet place. If such sheets of iron are erected by a miner on piecework he shall be paid shift-wages for the time so occupied.

(*d.*) If any miner is unable to earn shift-wages through "curly" coal, stone, or fault of any kind coming in the bord, this shall be termed a deficient place, and payment for working same shall be mutually agreed upon between the management and the worker. Failing such agreement the miner shall be transferred to a normal place, when the company shall have the right to work the alleged deficient place under dispute either by contract or shift-wages.

Provision for Truckers going on Coal.

16. In the event of a vacancy or vacancies occurring on the coal, any trucker over the age of twenty years shall have the right to ballot for such vacancy, provided he has been employed for three years by the company in trucking, and provided also that after the ballot he shall have an experienced miner working with him upon the coal for six months; provided also that not more than two truckers shall have the right of ballot during any quarter. This clause shall not apply to experienced adult miners, who shall only have the right to go on the coal with the consent of the manager.

Men ceasing to act as Checkweighers; Unclaimed Skips.

17. (*a.*) Miners who have been legally balloted in as checkweighers and who, after having served a term or terms, get balloted out, shall, subject to the approval of the manager, be eligible to ballot for any vacancy or vacancies occurring on the coal.

(*b.*) All unclaimed skips shall go to the Checkweigh Fund.

Shiftmen's Tools.

18. The company shall provide all tools for shiftmen; each man to be responsible for his own tools; or an allowance of 4d. per shift to be made to cover cost of lighting and tools.

Regulation of Turns.

19. The turn of skips throughout the mine to be as evenly distributed as possible.

Wages for Surface Hands.

20. The following shall be the minimum rates of wages to be paid to surface hands :—

Bracemen, 9s. 6d. per day.
Tippers, 9s. 6d. per day.
Blacksmiths, first class, 11s. 6d. per day.
Blacksmiths, second class, 9s. 6d. per day.
Fitters, first class, 11s. 6d. per day.
Fitters, second class, 10s. 6d. per day.
Carpenters, 11s. per day.
Labourers, 8s. 9d. per day.
Boys, fourteen to sixteen, 4s. per day; sixteen to seventeen, 4s. 6d. per day; seventeen to eighteen, 5s. 6d. per day; eighteen to nineteen, 7s. 3d. per day; nineteen and over, 8s. per day.
Men about screens and picking-belt: First man on belt, 8s. 6d.; other screeners and pickers, 8s. per day.

Wages.

21. Payment of wages shall be made fortnightly.

Under-rate Workers.

22. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this industrial agreement may be paid such lower wage as may from time to time be fixed, on the application of such worker after due notice to the union, by the local Inspector of Awards; and such Inspector in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector may think fit to consider after hearing such evidence and argument as the union and such worker shall offer. In the event of the union and Inspector of Awards failing to agree, the matter shall be referred to the Conciliation Commissioner for the district, whose decision shall be final.

(*b.*) Whenever occasion arises for so fixing a worker's wage it shall be fixed for such period, not exceeding six months, as such Inspector or Conciliation Commissioner shall determine, and after the expiration of the said period until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as such Inspector or Conciliation Commissioner shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Holidays and Overtime.

23. (*a.*) The following shall be the recognized holidays: Ngaruawahia Regatta Day, Good Friday and Saturday following, Easter Monday, King's Birthday, Labour Day (or such other day as may be substituted by agreement therefor), Christmas Day, 26th December, 24th or 27th December (as may be arranged), 1st and 2nd January.

(*b.*) The rate of overtime for underground workers and for work done by them on Sundays and holidays is fixed by the Coal-mines Amendment Act, 1908.

(*c.*) For other workers the rate of overtime shall be time and a quarter. For work done by them on Sunday the rate shall be time and a half, and for work done on Good Friday, Christmas Day, or New Year's Day the rate shall be double time, and for work done on all other holidays, ordinary time.

Tokens.

24. The company shall find all tokens and strings.

Preference.

25. (*a.*) The Taupiri Coal-mines (Limited) shall recognize the Huntly Coal-mine Employees' Industrial Union of Workers registered under the Conciliation and Arbitration Act; and the said union covenants that it will not during the continuance of this agreement take any steps to make any application for the purpose of cancelling its registration thereunder.

The provisions of this agreement shall apply only to members of the union, and the secretary of the union shall, when requested by the mine-manager, supply a list of the members of the union.

If the company hereafter engages any worker who is not a member of the union, and who within one week after his engagement does not become and remain a member of the union, the company shall dismiss such worker if requested to do so by the union.

Further, the company shall, when requested by the union to do so, take into consideration the advisability of dismissing any worker now employed by the company if after fourteen days from the service upon him by the union of a notice requiring him to join the union such worker refuses or neglects to become and remain a member of the Huntly Coal-mine Employees' Industrial Union of Workers.

The provisions of the foregoing clause shall operate only if and so long as the rules of the union permit any person of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

The company shall not be compelled to re-employ any worker who at any time has been discharged from his employment by the company, notwithstanding that such discharged worker may be or become and remain a member of the union.

(*b.*) No official of the company shall be a member of the union.

Disputes.

26. Should any matter arise during the term of this industrial agreement and not herein provided for, such matter shall be referred to the manager and president of the union with the view to coming to terms, or in case they cannot come to an agreement the matter shall be referred to the Conciliation Commissioner of the district, whose decision shall be final.

Rights of Manager.

27. The manager to have the right to take any man employed in or working about the mine or any works used or connected

therewith, in any capacity, and put him on work that such mine-manager considers necessary or proper in or about the mine or any works connected or used therewith.

Machine Work.

28. The company shall have the undisputed right to work any part or whole of the mine by machinery, either wholly or partially, by piecework or day-wages, on giving fourteen days' notice to each individual miner employed in those parts where machinery is to be introduced.

Nothing in this clause shall debar the company from contracting for stone-work or other places which cannot be worked on schedule rates.

Notice to be given.

29. A fortnight's notice in writing shall be given before a worker is discharged and *vice versa*. In the event of any worker committing a breach of the Coal-mines Act or any of the General and Special Rules thereunder, or refusing or neglecting to carry out the instructions of the management, he shall be subject to instant dismissal.

Absence from Work.

30. Having regard to the working-hours for the time being existing, no miner or any other worker shall absent himself from work during his proper working-hours while the mine is at work without the sanction of the manager, unless such absence shall be caused by accident or sickness.

Special Headings.

31. For the purpose of mining-development, special headings may, subject to the provisions of clause 3, be driven by three shifts, as the manager may direct.

Fatal Accident.

32. In the event of a fatal accident occurring in any of the company's mines it shall be lawful for the workers at the mine where the accident occurs to cease work for the remainder of the day on which the accident occurs: Provided that it shall be lawful for all the company's workers to cease work for half a day for the purpose of attending the funeral of the deceased worker, but not further or otherwise.

Strike or Lockout.

33. The union shall do all in its power to prevent any strike by any of the workers affected by this agreement, and if any strike shall occur in which any members of the union shall take part such strike shall be *prima facie* evidence that the union has committed a breach of its duty hereunder.

The union expressly covenants and agrees that it will not as a union recognize, take part in, aid, abet, or any way promote or assist any strike unless and until a secret ballot has been taken of all financial members of the union and the consent obtained of at least two-thirds of such members, and unless and until subsequent to such ballot and consent at least six weeks' notice in writing has been given to the company: Provided always that the taking of such ballot and the consent of such majority shall not in any way lessen or remove any liability otherwise resting upon the union under the Conciliation and Arbitration Act or otherwise.

If any strike shall occur in which the union or a majority of its members shall take part and in respect of which a secret ballot shall not have been taken as aforesaid, or the consent of two-thirds of the financial members shall have not been given, or the said six weeks' notice in writing shall not have been given, the union shall be deemed to have committed a breach of this agreement and shall pay to the company the sum of £50 (fifty pounds) for each and every day that such strike shall continue, and such amount may be recovered in any Court of competent jurisdiction as and for liquidated damages and not as a penalty.

If any strike by any of the workers affected by this agreement shall occur, then the operation of all the provisions contained in the foregoing clauses of this agreement shall, at the option of the company, be suspended, and in lieu thereof the following provisions shall come into force, and shall remain in force until a further agreement shall be made or this agreement revived—that is to say: The hours of work, wages, and other conditions of work for all workers coming within the scope of this agreement shall be fixed by agreement between the company and the individual workers employed.

The company on its part undertakes and agrees that it will not unnecessarily or unreasonably cease work but will use its best endeavours to keep the workers fully employed.

If the company shall suspend or discontinue work under circumstances which shall amount in law to a lockout the company shall pay to the union the sum of £100 (one hundred pounds) per day for each and every day during which such lockout shall continue, and such amount may be recovered in any Court of competent jurisdiction as and for liquidated damages and not as a penalty.

Scope of Industrial Agreement.

34. This industrial agreement shall apply only to the parties named herein.

Term of Industrial Agreement.

35. This industrial agreement shall come into force on the 30th day of November, 1912, and shall continue in force until the 30th day of November, 1915.

In witness whereof the parties have executed these presents this 29th day of November, 1912.

The common seal of the Taupiri Coal-mines (Limited) Industrial Union of Employers was hereto affixed by the authority and in the presence of—

[SEAL.]
E. H. ALISON, President.
HENRY A. GORDON, } Committee.
W. J. RALPH, } Committee.
J. FOTHERINGHAM, Secretary.

Witness—T. Harle Giles, Conciliation Commissioner.

The common seal of the Huntly Coal-mines Employees' Industrial Union of Workers was hereto affixed by the authority and in the presence of—

[SEAL.]
S. SMYTH, President.
STUART DIXON, Secretary

Witness—T. Harle Giles, Conciliation Commissioner.

(2672.) NORTHERN DISTRICT HOTEL WORKERS. — AGREEMENT *RE* WAIWERA HOTEL COMPANY (LIMITED), SUPPLEMENTARY TO AWARD.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 27th day of November, 1912.

Agreement arrived at between the Auckland Hotel and Restaurant Employees' Industrial Union of Workers on the one hand, and the Waiwera Hotel Company (Limited) (in liquidation) on the other; the provisions of the agreement to be in substitution of clause 2 of Award No. 2530, Vol. xiii, Part 4, Book of Awards, p. 320, and to form a supplement to the said award.

Clause 2 shall then read,—

> "As provided for in the Shops and Offices Act, and in lieu of the alternate Sunday half-holiday, a half-holiday shall be given on the day of the usual half-holiday, which shall then mean a full twenty-four hours off every alternate week. This alteration shall only apply to the summer season commencing 1st December and ending 30th April in each year during the currency of the present award."

The parties mentioned in Award No. 2530, Book of Awards, Vol. xiii, Part 4, p. 320—*i.e.*, the Auckland Hotel and Restaurant Employees' Industrial Union of Workers and the proprietors of the Waiwera Hotel Company (Limited) (in liquidation)—make application to have the agreement arrived at between the parties and attached hereto made an industrial agreement, and that the agreement mentioned shall be not a substitution of clause 2 of the aforesaid award, but shall be a supplementary to and run concurrently with Award No. 2530, and remain in force until the said award is superseded by a fresh award or agreement.

Signed for and on behalf of the Waiwera Company (Limited) (in liquidation) by William Whittaker Warnock in the presence of—J. W. Lethbridge, Clerk, Auckland.

Wm. W. Warnock.

Signed for and on behalf of the Auckland Hotel and Restaurant Employees' Industrial Union of Workers in the presence of—J. W. Lethbridge, Clerk, Auckland.

[SEAL.] Thos. Long, Secretary.

(2673.) AUCKLAND COOKS AND STEWARDS.—INTERPRETATION OF AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Auckland Federated Cooks and Stewards' award (Book of Awards, Vol. xiii, p. 304).

Application by the parties for the interpretation of clause 1 (*b*) of the above award.

Clause 1 (*b*.). In the event of an increase or replacement of vessels engaged in the respective trades to which the foregoing classification relates, such vessels shall be placed in the particular class to which they properly belong.

Question.—The "Ngapuhi," a vessel in Class B, has been employed in relieving the "Rarawa," a vessel in Class A: is the "Ngapuhi" entitled to be rated as Class A while so employed?

Answer.—It is submitted by the Cooks and Stewards' Union that the clause quoted above was inserted to carry the same intention as clause 3 of the previous award (Book of Awards, Vol. viii, p. 818). Clause 3 of the previous award provides explicitly that if any steamer shall take up the running of any other steamer of a higher class on the Onehunga – New Plymouth service such first-mentioned steamer shall be treated as belonging to such higher class while so employed. If that clause had been repeated in the present award there would not have been any doubt about the matter, and the union would have been entitled to have the "Ngapuhi" rated in Class A while relieving the "Rarawa" on the Onehunga – New Plymouth service. Instead, however, of repeating clauses 3 and 4 of the previous award in their recommendation, the Conciliation Council apparently set out to improve on the drafting of the previous award. The result of their labours was clause 1 (*b*), which appears to be simply a piece of meaningless verbiage. It refers to vessels engaged in the respective trades to which the foregoing classification relates. Now, the "foregoing classification," on the face of it, does not relate to any trades at all. It merely arranges certain specified steamers in four classes, without reference to the particular trade in which they may be engaged from time to time. The clause then provides that "such vessels" shall be placed in the particular class to which they properly belong. The clause unfortunately does not give any indication or hint of how the particular class to which any vessel properly belongs is to be ascertained, and the provision, therefore, is quite ineffective. The framers of the clause must have had some idea in their minds when they framed it, but they have framed it in such a way as to conceal that idea quite completely, and to produce a clause to which it is impossible to give any intelligible meaning by the recognized rules of interpretation.

Dated this 3rd day of December, 1912.

W. A. SIM, Judge.

(2674.) AUCKLAND PLUMBERS.—ADDING PARTIES TO COUNTRY AND GISBORNE AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award dated the 7th day of April, 1911, between the Auckland Plumbers' Industrial Union of Workers and E. Adams and others.

Monday, the 7th day of October, 1912.

UPON reading the application filed herein by the above-named union to add further parties to the above-named award, and upon hearing the duly appointed representative of the said union, and none of the parties proposed to be added appearing to object to the said application, this Court doth order that the undermentioned persons shall be and they are hereby added as parties to the said award as from the date of this order:—

Allen, J. T., Gladstone Road, Gisborne.
Browning, C., Taumarunui.
Back and Co., Whakatane.
Doig, S., Tokomaru.
Gruar, Morton, Sample, and Co., Hamilton.
Gunning and Co., Taumarunui.
Hamilton Hardware Company (Limited), Hamilton.
Hammond, J. E., and Co. (Limited), Hamilton.
Hale, Joseph, and Co., Dargaville.
Northern Wairoa Plumbing-works, Dargaville.
Tier, W., Gisborne.

By the Court.
E. W. CAVE,
Clerk of Awards.

(2675.) AUCKLAND TAILORS.—ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award dated the 5th day of October, 1911, between the Auckland Tailors' Industrial Union of Workers and Mrs. Abbott and others.

Monday, the 7th day of October, 1912.

Upon reading the application filed herein by the above-named union to add further parties to the above-mentioned award, and upon hearing the duly appointed representative of the said union and such of the parties proposed to be added as appeared, this Court doth order that the undermentioned persons shall be and they are hereby added as parties to the said award as from the date of this order:—

Abbott and Co., Richmond Avenue, Auckland.
Belcher, H., No. 4 Great North Road, Auckland.
Dodds, G., Upper Queen Street, Auckland.
Goodman, R., Upper Queen Street, Auckland.
Hunter, J., Elliott Street, Auckland.
Meikle, D., and Co., Queen Street, Auckland.
Williams, E. A., Karangahape Road, Auckland.

By the Court.
E. W. Cave,
Clerk of Awards.

(2676.) NORTHERN DISTRICT HOTEL WORKERS.—ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award dated the 8th day of May, 1912, between the Auckland Hotel and Restaurant Employees' Union of Workers and D. Nordern and others.

Friday, the 18th day of October, 1912.

Upon reading the application filed herein by the above-named union to add further parties to the above-mentioned award, and upon hearing the duly appointed representative of the said union and such of the parties proposed to be added as appeared, this Court doth order that the undermentioned persons shall be and they are hereby added as parties to the said award as from the date of this order:—

Baker, H. C., Royal Hotel, Hamilton.
Bodley, George, Commercial Hotel, Hamilton.
Brown, A., Star Hotel, Tauranga.

Falconer, J. E., Commercial Hotel, Whangarei.
Johnston, A., Masonic Hotel, Opotiki.
Pickett, W. C., Railway Hotel, Mercer.
Quirk, N., Commercial Hotel, Tauranga.
Regan, William, Commercial Hotel, Whakatane.
Rountree, J., Waikato Hotel, Hamilton.
Smith, H. P., Masonic Hotel, Tauranga.
Tanner, S., Tauranga Hotel, Tauranga.

By the Court.
E. W. Cave,
Clerk of Awards.

(2677.) NORTHERN DISTRICT ENGINE-DRIVERS.—ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award dated the 27th day of June, 1912, between the Auckland Certificated Engine-drivers' Industrial Union of Workers and Auckland City Council and others.

Monday, the 7th day of October, 1912.

Upon reading the application filed herein by the above-named union to add further parties to the above-mentioned award, and upon hearing the duly appointed representative of the said union and such of the parties proposed to be added as appeared, this Court doth order that the undermentioned persons shall be and they are hereby added as parties to the said award as from the date of this order :—

Allen, W., Dargaville.
Comrie and Fausett, Pukekohe.
Dominion Laundry Company, Hobson Street, Auckland.
Gammon and Co. (Limited), Tauranga.
Melville, R. J., Cambridge.
Newmarket Borough Council, Newmarket.
Paeroa Mineral-water Company, Paeroa.
Piako County Council, Te Aroha.
Rich and Jeffries, Matata (head office, Phœnix Chambers, Auckland).
Remuera Road Board, Remuera.
Te Kuiti Borough Council, Te Kuiti.
Thornes, A. J. W., Matata.
West Coast Milling Company, Karekare (head office, American Dental Company, Queen Street, Auckland).

By the Court.
E. W. Cave,
Clerk of Awards.

(2678.) AUCKLAND BUTCHERS.—ADDING PARTIES TO COUNTRY AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award dated the 8th day of April, 1911, between the Auckland Butchers' Industrial Union of Workers and T. Adams and Son and others.

Monday, the 7th day of October, 1912.

Upon reading the application filed herein by the above-named union to add further parties to the above-mentioned award, and upon hearing the duly appointed representative of the said union, and none of the parties proposed to be added appearing to object to the said application, this Court doth order that the undermentioned persons shall be and they are hereby added as parties to the said award as from the date of this order:—

Fisher, L., and Co., (C. Ryan), butchers, Taumarunui.
Norgrove, H., butcher, Dargaville.
Ryan, C., butcher, Taumarunui.

By the Court.
E. W. Cave,
Clerk of Awards.

(2679.) NEW ZEALAND FEMALE BOOT OPERATIVES.—ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award made on the 16th day of July, 1912, in an industrial dispute between the New Zealand Federated Boot Trade Industrial Association of Workers and the New Zealand Federated Boot-manufacturers' Industrial Association of Employers in connection with female operatives in the boot-manufacturing industry.

Tuesday, the 8th day of October, 1912.

Upon reading the application filed herein by the above-named union to add further parties to the above-named award, and upon hearing the duly appointed representative of the said union and such of the parties proposed to be added as appeared, this Court doth order that the undermentioned persons, being boot-manufacturers, shall be and they are hereby added as parties to the said award as from the date of this order:—

Auckland—
- Adams, F., Second Avenue, Kingsland.
- Brooks, A. W. G., Manukau Road.
- Carder, J., Commercial Road, Arch Hill.
- Dominion Boot Company, Hobson Street.
- Donaldson, S., Khyber Pass Road.
- Forrester, G. T., Mount Eden Road.
- Gisby, L., Karangahape Road.
- Grainger, G., Great North Road.
- Hicks, R., Ponsonby Road.
- Henery, G., Ponsonby Road.
- Jones, A., Onehunga.
- Jones and Son, Crummer Road, Ponsonby.
- Leaning, E. E., Wakefield Street.
- Lynch, C., Eden Terrace.
- Mansell, W. A., Kingsland.
- McDonald, H. C., Ponsonby Road and Arch Hill.
- Moore, W. S., Queen Street, Onehunga.
- Mudford, G., Albert Street.
- Offers, W., Symonds Street.
- Rhodes, A., Wakefield Street.
- Soar, W., Karangahape Road.
- Strong, W., and Sons, Queen Street, Onehunga.
- Taylor, J., Karangahape Road.

By the Court.
E. W. Cave,
Clerk of Awards.

(2680.) NEW ZEALAND MALE BOOT OPERATIVES.—ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award made on the 16th day of July, 1912, in an industrial dispute between the New Zealand Federated Boot Trade Industrial Association of Workers and the New Zealand Federated Boot-manufacturers' Industrial Association of Employers in connection with male operatives in the boot-manufacturing industry.

Tuesday, the 8th day of October, 1912.

Upon reading the application filed herein by the above-named union to add further parties to the above-mentioned award, and upon hearing the duly appointed representative of the said union and such of the parties proposed to be added as appeared, this Court doth order that the undermentioned persons, being boot-manufacturers, shall be and they are hereby added as parties to the said award as from the date of this order:—

Auckland—

Adams, F., Second Avenue, Kingsland.
Brooks, A. W. G., Manukau Road.
Carder, J., Commercial Road, Arch Hill.
Dominion Boot Company, Hobson Street.
Donaldson, S., Khyber Pass Road.
Forrester, G. T., Mount Eden Road.
Gisby, L., Karangahape Road.
Grainger, G., Great North Road.
Hicks, R., Ponsonby Road.
Henery, G., Ponsonby Road.
Jones, A., Onehunga.
Jones and Son, Crummer Road, Ponsonby.
Leaning, E. E., Wakefield Street.
Lynch, C., Eden Terrace.
Mansell, W. A., Kingsland.
McDonald, H. C., Ponsonby Road and Arch Hill.
Moore, W. S., Queen Street, Onehunga.
Mudford, G., Albert Street.
Offers, W., Symonds Street.
Rhodes, A., Wakefield Street.
Soar, W., Karangahape Road.
Strong, W., and Sons, Queen Street, Onehunga.
Taylor, J., Karangahape Road.

By the Court.

E. W. CAVE,
Clerk of Awards.

(2681.) NORTHERN DISTRICT (EXCEPT GISBORNE) BAKERS AND PASTRYCOOKS.—AMENDMENT OF AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award made on the 25th day of October, 1912, in an industrial dispute between the Auckland Operative Bakers and Pastrycooks' Industrial Union of Workers and Archibald and Gibson and other employers.

Thursday, the 28th day of November, 1912.

FOR the purpose of remedying a defect in the above-mentioned award, this Court doth order that the said award shall be and the same is hereby amended by adding the following paragraph to clause 1 thereof :—

"(*h.*) Notwithstanding anything hereinbefore contained, those employers in the City of Auckland and the suburbs thereof who were working night shifts at the date of the making of this award may continue to work such night shifts for a period of not more than six calendar months from the 18th day of November, 1912. Such night shifts shall start not earlier than 10 p.m.; and all journeymen employed on such shifts shall be paid not less than 7s. 6d. per week in addition to the minimum wage fixed by this award. Employers working such night shifts (except for the purpose of delivering at trains and steamers) shall not start their carts from their premises at an earlier hour than 7 a.m. on Wednesday and Saturday, and not earlier than 8 a.m. on the other days of the week."

W. A. SIM, Judge.

(2682.) AUCKLAND DRIVERS.—INTERPRETATION OF AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Auckland Carters' award (Book of Awards, Vol. x, p. 153, clause 6).

Clause 6. Overtime shall be paid for at the rate of 1s. 3d. per hour for all time worked beyond the hours prescribed in clause 1 hereof.

Question.—A driver is employed at £2 4s. per week to drive and attend a single horse, and works after the ordinary daily hours. Would it be a breach of award if the employer paid the driver half his takings for such extended hours if the amount so paid was less than 1s. 3d. per hour for the extra time so worked?

Answer.—If the question submitted relates to a case which has occurred in practice the actual facts should be stated. If it does not relate to such a case, then the question ought not to have been asked. The interpretation procedure is not intended to be used for the settlement of hypothetical cases.

Dated this 9th day of October, 1912.

W. A. SIM, Judge.

(2683.) THAMES GOLD-MINERS.—NOTICE OF CONCURRENCE IN INDUSTRIAL AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1908, and its Amendments.

To the Clerk of Awards at Auckland.

TAKE notice that we, the Thames Drainage Board of Auckland, being employers of workers in the gold-mining industry at Thames, in the Hauraki Goldfield, hereby signify our concurrence in the industrial agreement dated the 14th day of September, 1912, made between the Thames Miners' Industrial Union of Workers of the one part and the several mining companies therein referred to of the other part, and filed in your office as No.   .

Dated at Auckland, this 13th day of November, 1912.

The common seal of the Thames Drainage Board was hereto affixed by our direction and in our presence—

[SEAL.]

E. MITCHELSON, Chairman.
C. HUDSON, Member.
H. GILFILLAN, Member.
J. W. NICHOL, Clerk and Treasurer.

(2684.) THAMES GOLD-MINERS.—NOTICE OF CONCURRENCE IN INDUSTRIAL AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1908, and its Amendments.

To the Clerk of Awards at Auckland.

TAKE notice that we, the Dixon's Consolidated Gold-mining Company (Limited), of Auckland, mine-owners, being employers of workers in the gold-mining industry at Thames, in the Hauraki Goldfield, hereby signify our concurrence in the industrial agreement dated the 14th day of September, 1912, made between the Thames Miners' Industrial Union of Workers of the one part and the several mining companies therein referred to of the other part, and filed in your office as No.   .

Dated at Auckland, this 13th day of November, 1912.

The common seal of the Dixon's Consolidated Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

[SEAL.]

R. R. ROSS, } Directors.
C. HUDSON, }
J. W. NICHOL, Secretary.

(2685.) THAMES GOLD-MINERS.—NOTICE OF CONCURRENCE IN INDUSTRIAL AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1908, and its Amendments.

To the Clerk of Awards at Auckland.

Take notice that we, the Good Hope Gold-mining Company (No Liability), of Auckland, mine-owners, being employers of workers in the gold-mining industry at Thames, in the Hauraki Goldfield, hereby signify our concurrence in the industrial agreement dated the 14th day of September, 1912, made between the Thames Miners' Industrial Union of Workers of the one part and the several mining companies therein referred to of the other part, and filed in your office as No. .

Dated at Auckland, this 31st day of October, 1912.

The common seal of the Good Hope Gold-mining Company (No Liability) was hereto affixed by our direction and in our presence—

[SEAL.]

H. C. Choyce, }
Robt. C. Carr, } Directors.
J. J. Macky, Secretary.

(2686.) THAMES GOLD-MINERS.—NOTICE OF CONCURRENCE IN INDUSTRIAL AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1908, and its Amendments.

To the Clerk of Awards at Auckland.

Take notice that we, the New Success Gold-mining Company (Limited), of Auckland, mine-owners, being employers of workers in the gold-mining industry in the Hauraki Goldfield, hereby signify our concurrence in the industrial agreement dated the 14th day of September, 1912, made between the Thames Miners' Industrial Union of Workers of the one part and the several mining companies therein referred to of the other part, and filed in your office as No. .

Dated at Auckland, this 31st day of October, 1912.

The common seal of the New Success Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

[SEAL.]

H. B. Webster, }
W. S. Whitley, } Directors.
L. Stubbs, Acting-Secretary.

(2687.) THAMES GOLD-MINERS.—NOTICE OF CONCURRENCE IN INDUSTRIAL AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1908, and its Amendments.

To the Clerk of Awards at Auckland.

TAKE notice that we, the Handsworth United Gold-mining Company (Limited), of Auckland, being employers of workers in the gold-mining industry at Kuaotunu, in the Hauraki Goldfield, hereby signify our concurrence in the industrial agreement dated the 14th day of September, 1912, if in accordance with the scale supplied, made between the Thames Miners' Industrial Union of Workers of the one part and the several mining companies therein referred to of the other part, and filed in your office as No. .

Dated at Auckland, this 8th day of November, 1912.

The common seal of the Handsworth United Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

[SEAL.]

W. C. YOUNG,
GEO. INGLIS, } Directors.
W. R. HOLMES, Secretary.

(2688.) THAMES GOLD-MINERS.—NOTICE OF CONCURRENCE IN INDUSTRIAL AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1908, and its Amendments.

To the Clerk of Awards at Auckland.

TAKE notice that we, the Victoria Gold-mining Company (No Liability), of Auckland, mine-owners, being employers of workers in the gold-mining industry at Thames, in the Hauraki Goldfield, hereby signify our concurrence in the industrial agreement dated the 14th day of September, 1912, made between the Thames Miners' Industrial Union of Workers of the one part and the several mining companies therein referred to of the other part, and filed in your office as No. .

Dated at Auckland, this 31st day of October, 1912.

The common seal of the Victoria Gold-mining Company (No Liability) was hereto affixed by our direction and in our presence—

[SEAL.]

GRAVES AICKIN,
ROBT. C. CARR, } Directors.
J. J. MACKY, Secretary.

(2689.) THAMES GOLD-MINERS.—NOTICE OF CONCURRENCE IN INDUSTRIAL AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1908, and its Amendments.

To the Clerk of Awards at Auckland

TAKE notice that we, the Kuranui Gold-mining Company (Limited), of Auckland, mine-owners, being employers of workers in the gold-mining industry at Thames, in the Hauraki Goldfield, hereby signify our concurrence in the industrial agreement dated the 14th day of September, 1912, made between the Thames Miners' Industrial Union of Workers of the one part and the several mining companies therein referred to of the other part, and filed in your office as No. .

Dated at Auckland, this 5th day of November, 1912.

The common seal of the Kuranui Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

[SEAL.]

J. LISTER LENNOX,
JOHN FRATER, .. } Directors.
JOHN BANBURY,
J. W. NICHOL, Secretary.

(2690.) THAMES GOLD-MINERS.—NOTICE OF CONCURRENCE IN INDUSTRIAL AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1908, and its Amendments.

To the Clerk of Awards at Auckland.

TAKE notice that we, the Maoriland Gold-mining Company (Limited), being employers of workers in the gold-mining industry in the Hauraki Goldfield, hereby signify our concurrence in the industrial agreement dated the 14th day of September, 1912, made between the Thames Miners' Industrial Union of Workers of the one part and the several mining companies therein referred to of the other part, and filed in your office as No. .

Dated this 31st day of October, 1912.

The common seal of the Maoriland Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

[SEAL.]

JNO. W. SIMMONS, Chairman Directors.
S. R. BOARDMAN, Director.
W. H. TOY, Secretary.

(2691.) THAMES GOLD-MINERS.—NOTICE OF CONCURRENCE IN INDUSTRIAL AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1908, and its Amendments.

To the Clerk of Awards at Auckland.

TAKE notice that we, the New Waitaia Gold-mining Company (Limited), of Auckland, mine-owners, being employers of workers in the gold-mining industry at Kuaotunu, in the Hauraki Goldfield, hereby signify our concurrence in the industrial agreement dated the 14th day of September, 1912, if in accordance with scale supplied, made between the Thames Miners' Industrial Union of Workers of the one part and the several mining companies therein referred to of the other part, and filed in your office as No. .

Dated at Auckland, this 8th day of November, 1912.

The common seal of the New Waitaia Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

[SEAL.]

W. C. YOUNG, }
GEO. INGLIS, } Directors.
W. R. HOLMES, Secretary.

(2692.) THAMES GOLD-MINERS.—NOTICE OF CONCURRENCE IN INDUSTRIAL AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1908, and its Amendments.

To the Clerk of Awards at Auckland.

TAKE notice that we, the Hauraki Reefs Gold-mining Company (Limited), of Auckland, mine-owners, being employers of workers in the gold-mining industry in the Hauraki Goldfield, hereby signify our concurrence in the industrial agreement dated the 14th day of September, 1912, made between the Thames Miners' Industrial Union of Workers of the one part and the several mining companies therein referred to of the other part, and filed in your office as No. .

Dated at Auckland, this 5th day of November, 1912.

The common seal of the Hauraki Reefs Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

[SEAL.]

WALTER W. DAW, }
H. SMITH, } Directors.
L. STUBBS, Secretary.

(2693.) THAMES GOLD-MINERS.—NOTICE OF CONCURRENCE IN INDUSTRIAL AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1908, and its Amendments.

To the Clerk of Awards at Auckland.

TAKE notice that we, the Golden Belt Gold-mining Company (Limited), of Auckland, mine-owners, being employers of workers in the gold-mining industry at Thames, in the Hauraki Goldfield, hereby signify our concurrence in the industrial agreement dated the 14th day of September, 1912, made between the Thames Miners' Industrial Union of Workers of the one part and the several mining companies therein referred to of the other part, and filed in your office as No.   .

Dated at Auckland, this 18th day of November, 1912.

The common seal of the Golden Belt Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

[SEAL.]

E. MITCHELSON, } Directors.
JAMES SMITH. }
H. GILFILLAN, Secretary.

(2694.) THAMES GOLD-MINERS.—NOTICE OF CONCURRENCE IN INDUSTRIAL AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1908, and its Amendments.

To the Clerk of Awards at Auckland.

TAKE notice that we, the Thames Foreshore Dredging Company (Limited), of Auckland, being employers of workers in the gold-mining industry at Thames, in the Hauraki Goldfield, hereby signify our concurrence in the industrial agreement dated the 14th day of September, 1912, made between the Thames Miners' Industrial Union of Workers of the one part and the several mining companies therein referred to of the other part, and filed in your office as No.   .

Dated at Auckland, this 18th day of November, 1912.

The common seal of the Thames Foreshore Dredging Company (Limited) was hereto affixed by our direction and in our presence—

[SEAL.]

J. B. GORRIE, } Directors.
E. MITCHELSON, }
H. GILFILLAN, Secretary.

CANTERBURY INDUSTRIAL DISTRICT.

(2695.) CHRISTCHURCH DISTRICT TIMBER AND COAL YARDS AND SAWMILLS EMPLOYEES.—ACCEPTED RECOMMENDATION OF CONCILIATION COUNCIL.

Council of Conciliation, Canterbury Industrial District.

Recommendation.

No notice of disagreement with the recommendation herein having been filed, and the parties having been notified accordingly, on the 26th day of November, 1912, the said recommendation, by virtue of section 7 of the Industrial Conciliation and Arbitration Amendment Act, 1911, has been rendered operative and enforceable as an award as from seven days after the date of such notification.

W. W. Samson,
Clerk of Awards, Christchurch.

In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of a dispute between the Canterbury Timber-yards Employees' Industrial Union of Workers and the following employers, viz. :—

Allingham, J. J., 125 Waltham Road, Sydenham.
Anderson Bros., Sherborne Street, Christchurch.
Adams, A. R., Montreal Street, Sydenham.
Bartram, W., and Co., Lincoln.
Brown, J. T., and Son, Colombo Street, Christchurch.
Bartram, A., Lincoln.
Berry, H., St. Asaph Street West, Christchurch.
Booth, John, Oxford.
Borgfeldt, G., Papanui.
Barnes, H., Durham Street, Christchurch.
Butler, —, Armagh Street, Christchurch.
Buxton, J., sen., Colombo Street, Sydenham.
Banks, —, Papanui, Christchurch.
Baxter, A., 81 Colombo Street, Sydenham.
Bott, H., Colombo Street, Sydenham.
Blackball Coal Company, Moorhouse Avenue, Sydenham.
Brake, W., Riccarton Road, Riccarton.
Buxton, J., Seaview Road, New Brighton.
Clark, Frederick, Kaiapoi.
Cawood, Alfred, c/o England and Martin, Tuam Street, Christchurch.
Commins, Reginald, East Oxford.
Cleary and Belmer, Waltham Road, Sydenham.
Collins, R., Burlington Street, Sydenham.

Cordner, J., Wilson's Road, Opawa.
Cunningham, J., Regent Street, Woolston.
Cook, W., Norwich Quay, Lyttelton.
Curtis, C. E., London Street, Lyttelton.
Dollan, G., 308 Madras Street, Christchurch.
Dearsley and Taylor, St. Asaph Street, Christchurch.
Dixon, Walter, Ferry Road, Sydenham.
Duncan and Jones, Colombo Street, Sydenham.
Davidson, John, Stanmore Road, Linwood.
England, R. W., and Son, Tuam Street, Christchurch.
England and Martin, Tuam Street, Christchurch.
Edmond, James, 1 Lytton Street, Sydenham.
Fraser, W., Woolston.
Forrest and Driscoll, Kaiapoi.
Goss, W., Peterborough Street, Christchurch.
Garvin, S., Lincoln Road, Sydenham.
Gibson, W., Papanui Road, Christchurch.
Gibb, —, Sumner.
Gyde and Grose, Selwyn Street, Addington.
Hands, Josiah, Christchurch.
Harrison Bros., 188 Durham Street, Christchurch.
Horn, R. W., and Co., Tuam Street, Christchurch.
Hunsley, William, 21 Colombo Street, Christchurch.
Hargreaves, W. H., and Co., Chance Hayston, 12 Allen Street, Christchurch.
Henshall, J., Papanui, Christchurch.
Hayfield, William, Southampton Street, Sydenham.
House, W. T., 102 Montreal Street, Sydenham.
Hoodreston, J., 7 Canon Street, St. Albans.
Hammett, J., Selwyn Street, Addington.
Hannah, J., Riccarton Road, Riccarton.
Hollis and Brown, London Street, Lyttelton.
Jordan, W. S., Christchurch.
Johnson, R., Moorhouse Avenue, Christchurch.
Jamieson, C. and J., Colombo Street, Sydenham.
Judd, H. R., Fendalton Road, Fendalton.
Kaiapoi Shipping Company, Kaiapoi.
Kent and Goodwin, Waltham Road, Sydenham.
Keighley, W., 24 Fitzgerald Avenue, Linwood.
Lloyd, H.
Legget, J., Moorhouse Avenue, Sydenham.
Line, T. and M., Lincoln Road, Riccarton.
Mason, C. B., Amberley.
Mills, —, Cashel Street, Linwood.
Mellor, Timothy, Kaiapoi.
Millar's West Australian Hardwood Company, Moorhouse Avenue, Christchurch.
McClatchie, G., and Co., 259 High Street, Christchurch.

Musgrove, F., 117 Victoria Street, Christchurch.
McCracken, D., 90 Lincoln Road, Sydenham.
Martin, Aubrey, 58 St. Asaph Street, Linwood.
Merritt, —, Sumner.
McNeil, J. and W., Christchurch.
New Zealand Farmers' Co-operative Association, Cashel Street, Christchurch.
Newton Bros., London Street, Lyttelton.
Otley, H. J., and Co., Christchurch.
Oldridge Bros., 8 Gloucester Street, Christchurch.
Otley, C. E., Madras Street, Christchurch.
Paynter and Hamilton, Tuam Street, Christchurch.
Pole, J. B., View Hill.
Page Bros., Lyttelton.
Packer and Jones, Bealey Avenue, Christchurch.
Pugh Bros., Barbadoes Street, Christchurch.
Pearce, W., Papanui Road, Christchurch.
Pykett, W., Lancaster Street, Christchurch.
Pimm, J., and Sons, Papanui Road, Christchurch.
Papanui Supply Stores, Papanui, Christchurch.
Pearse, W., Moorhouse Avenue, Sydenham.
Pye and Ford, Papanui.
Ryde Bros., Oxford.
Rantin Bros., 8 Colombo Street, Christchurch.
Richards and Co., 3 Hight Street, Christchurch.
Richardson and Stokes, 5 Cashel Street, Christchurch.
Rogers, B., Cambridge Street, Linwood.
Riccarton Timber Company, Riccarton Road, Riccarton.
Rich Bros., Opawa.
Scott and Sellars, Moorhouse Avenue, Christchurch.
Smith and Smith, sawmillers, Tuam Street, Christchurch.
Swanston. A., Durham Street, Christchurch.
Sherris, J., 149 Worcester Street, Linwood.
Smith, S., c/o England and Son, Tuam Street, Christchurch.
Sefton, E., and Co., Seaview Road, New Brighton.
Shaker and Co., Cranford Street, St. Albans.
Tant, —, 21 Colombo Street, Christchurch.
Thomson, W. H., 13 Moorhouse Avenue, Christchurch.
Topliss Bros., Lincoln Road, Addington.
Tompkins, J. H., Peterborough Street, Christchurch.
Vangioni, J., Akaroa.
Watson, Gavin, 205 Lichfield Street, Christchurch.
Williams, Stephens, and Co. (Limited), 183 Tuam Street, Christchurch.
Waller, John, and Son, Tuam Street, Christchurch.
Westport Coal Company (Limited), 141A Hereford Street, Christchurch.
Westport-Stockton Coal Company (Limited), 161 Hereford Street, Christchurch.

Woods, George, 38 Barbadoes Street, Christchurch.
Wright, H., Barbadoes Street, Christchurch.
White, W., and Co. (Limited), Lincoln Road, Sydenham.
Webb, A. H., Colombo Street, Sydenham.
Wilson, A. C., Moorhouse Avenue, Sydenham.
Wilkins, John, 40 Caledonian Road, St. Albans.
Wright, W.
Wilson Bros., Tuam Street, Linwood.
Winny, C. H., and Co., St. Asaph Street, Christchurch.
Waites, W,. Belfast.

THE Conciliation Council's recommendation, made this 25th day of October, 1912, is as follows:—

Hours of Work.

1. The hours of workers other than carters shall be forty-four hours per week.

The working-hours shall commence at 8 a.m., and eight hours shall be worked on five days of the week, with four hours on the day of the weekly half-holiday.

Hours of Work and Overtime for Carters.

2. (*a.*) Except where otherwise provided, a week's work shall not exceed forty-eight hours, exclusive of the time required for necessary attendance to horses, which shall not exceed eight hours in any one week.

(*b.*) Any work other than attendance to horses done before 7 a.m. or after 7 p.m. on five days of the week, or after 1 p.m. on the day of the weekly half-holiday, shall be paid for at overtime rates as hereinafter specified, whether or not the weekly limit shall have been exceeded.

(*c.*) The employer shall provide a time-book in which each carter shall enter daily the total hours for which he is entitled to be paid, stating the overtime (if any). The employer shall within twenty-four hours have the time verified and the book initialled.

(*d.*) For work done on Sunday, Christmas Day, or Good Friday, other than attendance to horses, carters shall be paid at the rate of not less than 2s. per hour. For work other than attendance to horses done on any of the other holidays mentioned in this award, carters shall be paid at the rate of not less than 1s. 3d. per hour. The above payments shall be in addition to the weekly wages.

(*e.*) Overtime shall be paid for at the rate of 1s. 3d. per hour for all time worked beyond the hours prescribed in clause 1 hereof.

Overtime.

3. Overtime for all workers other than carters shall be paid at the rate of time and a quarter for the first two hours, and time and a half afterwards, and shall be calculated day by day. Work done on Christmas Day, Good Friday, and Sundays shall be paid

for at double rates, and work done on any of the other holidays shall be paid for at the rate of time and a half: Provided always that work required to be done to repair the breakdown of the mill shall be paid for at ordinary rates. In the case of weekly wages, where workers are required to work on any of the recognized holidays where time and a half operates, they shall be paid at the rate of half a day's pay extra; where double time operates, they shall be paid at the rate of one day's pay extra.

Holidays.

4. The recognized holidays shall be—New Year's Day, Good Friday, Easter Monday, Labour Day, Show Day, Anniversary Day (if observed as a public holiday), Christmas Day, Boxing Day, and the Sovereign's Birthday.

Minimum Rate of Wages.

5. The following shall be the minimum rate of wages to be paid in sawmills and factories: First-class machinists, 1s. 4d. per hour (a "first-class machinist" is a worker who is competent to and whose duty it is to put together, and if necessary repair, the different parts of woodworking machinery, and, in the case of moulding-machines, to make such moulding-irons or other cutters as may be required, and generally to direct and supervise the working operations of the various machines under his control); second-class machinists, 1s. 2½d. per hour (a "second-class machinist" is a worker who is competent to and whose duty it is to set a machine and grind the knives, to throw in or out of gear the driving or feed belts, and by proper use of the oil-can to keep his machine in good running-order); other workers at machines over the age of twenty-one years who are not included in one or other of the above definitions, 1s. 1d. per hour; first sawyer (the worker who sharpens, sets, and keeps in repair his saws), 1s. 3d. per hour; other sawyers, 1s. 1½d. per hour; tailers-out, if over the age of twenty-one years, 1s. per hour.

6. The following shall be the minimum rate of wages to be paid to men employed in timber and coal yards: Head yardman, £3 per week (a "head yardman" is a worker employed continuously in the yard during the time it is open for business, and supervises and controls the work of other employees in the yard, and whose orders other men in the same yard are bound to conform to); orderman, £2 12s. 6d. per week (an "orderman" is a worker employed in a yard whose chief duty it is to attend to customers, and to execute orders from the office or from the head yardman); all other workers in the yard over the age of twenty-one years, 1s. 1d. per hour (this shall include men in the coal-yards who are employed filling coal and loading drays in execution of orders from the office or the head yardman, or from customers); casual labourers, 1s. 1½d. per hour (a "casual labourer" is one who is

employed for less than six consecutive days for the full period of time ordinarily worked on each day). Sawyers in coal-yards shall be paid not less than 1s. 1½d. per hour.

Conditions Applicable to all Classes of Workers except Carters.

EMPLOYMENT OF YOUTHS.

7. Employers may employ youths at not less than the following rates of wages per week: Under seventeen years of age, 15s.; seventeen to eighteen years of age, £1; eighteen to nineteen years of age, £1 5s.; nineteen to twenty years of age, £1 10s.; twenty to twenty-one years of age, £1 15s.

Wages for Carters.

8. (*a.*) The minimum wages for carters shall be as follows: For those driving and attending to one horse, £2 8s. per week; for those driving and attending to two or more horses, £2 12s. per week.

(*b.*) These wages shall extend to and cover attendance to horses on Sundays, week-days, and holidays, subject to the limit hereinbefore prescribed.

(*c.*) No deduction shall be made from such wages for any cause save for time lost through the worker's own default or sickness.

Casual Carters.

9. (*a.*) Casual carters shall be paid at the rate of 1s. 1½d. per hour for a carter driving and attending to one horse, and at the rate of 1s. 3d. per hour for a carter driving and attending to two or more horses. Overtime shall be paid to such carters at the respective rates of 1s. 3d. and 1s. 6d. per hour, and shall commence after nine hours and a half shall have been worked in any one day. In the case of casual carters, the whole time worked, including time attending to horses, is to be computed as time or overtime as the case may be.

(*b.*) A worker shall be deemed to be a casual carter who is not employed continuously for one week or more.

(*c.*) For work done on Sunday, Christmas Day, or Good Friday a casual carter shall be paid at the rate of 2s. 6d. per hour, save for the time attending to horses, which shall be paid for at the ordinary rate.

Employment of Youths as Carters.

10. (*a.*) Employers are at liberty to employ youths as carters above the age of eighteen years at not less than the following wages: From eighteen to nineteen years of age, £1 5s. per week; nineteen to twenty years of age, £1 10s. per week; twenty to twenty-one years of age, £1 15s. per week.

(*b.*) The number of youths so employed shall not exceed one to each employer, firm, or company employing one carter, and one for each complete four additional carters.

(*c.*) The minimum weekly wage prescribed by this clause shall be deemed to extend to and cover attendance to horses on Sundays, week-days, and holidays, subject to the limit hereinbefore mentioned.

(*d.*) The rate of overtime and payment for work done on holidays for youths shall be as follows: Under twenty years of age, 9d. per hour; twenty years and over, 1s. per hour.

Carters' Duties.

11. It shall be part of the ordinary duty of a carter to assist when required in loading and unloading his employer's vehicles, and his employer may employ him at other than carting-work for the purpose of filling in time.

Stable Work

12. In all stables where fourteen or more horses are kept the employer shall provide a man whose duties shall be to keep the stable clean and mix the feed. The carters shall in turn take a "week on" to assist him in feeding and watering all horses, subject to the provisions of clause 2 of this award.

Boarding.

13. An employer may enter into an agreement with a carter to provide him with suitable board and lodging, and to deduct the price thereof from his wages at a rate not exceeding 17s. per week.

Term of Engagement.

14. In all cases where weekly wages are paid, a week's notice of dismissal or of resignation shall be given by the employer or the carter, but this shall not prevent any employer from dismissing any worker for good cause.

Holidays.

15. In all cases where weekly wages are paid these shall include payment for holidays.

Payment of Wages.

16. Wages, including overtime, shall be paid weekly or fortnightly, on a day to be from time to time fixed in advance by the employer.

Under-rate Workers.

17. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of such

worker, after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or person may think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period not exceeding six months as such Inspector or person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as such Inspector or person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

18. In the event of any employer hereinafter engaging any worker, other than a youth, who shall not be a member of the union, and who within fourteen days after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union who is equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any person of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Matters not provided for.

19. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall

be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Scope of Award.

20. This award shall not apply to any employers bound by the Canterbury Drivers' award of the 18th day of October, 1912, who do carting for timber-yards by contract, and who do not employ any of the workers affected by this award other than carters.

Term of Award.

21. This award shall come into force on the 4th day of November, 1912, and shall continue in force until the 3rd day of November, 1915. (See preamble.)

Signed on behalf of the employers—

William Goss.
Albert Partridge
Alec. Chas. Seton Kellaway.

Signed on behalf of the workers—

Charles F. Meyer.
Hiram Hunter.

(2696.) CANTERBURY BAKERS AND PASTRYCOOKS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Canterbury Bakers and Pastrycooks' Industrial Union of Workers (the said union and the other industrial union of workers hereinafter named being referred to hereinafter as "the unions") and the undermentioned persons, firms, and companies (who, with the other persons, firms, and companies hereinafter named are hereinafter called "the employers"):—

Christchurch—
- Master Bakers' Association.
- Alexander, J., Ferry Road, Linwood.
- Boot, —, High Street.
- Baunton, W., Opawa.
- Bamford, —, Sumner.
- Bougen, W., Lancaster Park.
- Boot, —, Colombo Street.
- Bruce, —, Lower High Street.
- Buchanan, E., Peterborough Street.

Christchurch—*continued.*

Boot, —, Colombo Street, Sydenham.
Campbell and Gibson, Byron Street.
Cooper, M., Selwyn Street, Sydenham.
Chalmer, A., Selwyn Street, Sydenham.
Cook and Co., Clissold Street, St. Albans.
Collins, F., Edgeware Street, St. Albans.
Dawn, W., Oxford.
Franklin, —, Wilson's Road, Linwood.
Gilmore, J., Regent Street.
Gass, G., Colombo Street.
Greenslade and Co., Lincoln Road, Addington.
Hansen, H., Riccarton Road.
Hawker, G., New Brighton.
Jones, J., Belfast.
Jenkins, J., Coalgate.
Jennings, R., Montreal Street.
Johnson, A., Victoria Street.
Johnson, A., Sefton.
Kettler, —, Waikari.
Matthews, —, Colombo Street.
Marks, —, Cashel Street.
Pratley, R., Oxford Terrace.
Phillips and Co., Waddington.
Rattery, A., Victoria Square.
Robb, W., Leeston.
Stokes, —, New Brighton.
Schumacher, J., Cashel Street.
Sneeston and Munro, Oxford Terrace.
Smith, J., Regent Street, Woolston.
Sunderland, R., Fitzgerald Avenue.
Stott, —, Armagh Street.
Sincock, F., New Brighton.
Sprosen, W., Armagh Street.
Tuck, H., Colombo Street.
Voss, G., Hornby.
Vougell, W., Lincoln.
Woodfield, W., Burwood.
Wright, W., Little River.
Williams, F., Tuam Street.
Winder, J., Papanui.

Ashburton—
Beach, W.
Bunday, W.
Bryant, —.
Gibson, W.
Madden, S.
Maddon, R.
Pollcock, J.
Terriss, —.

Kirwee—
Badstone, —.

Little River—
Shadbolt, W.

Methven—
Crawford Bros.

Mount Somers—
Gallis, S.

Akaroa—
    Hill, W.
Amberley—
    Marsh, W.
Cheviot—
    Co-operative Bakery.
Doyleston—
    Amos, H. O.
Dunsandel—
    Woodcock, —.
Glentunnel—
    Teal, M.
Kaiapoi—
    Clements, —.
Rakaia—
    Ramsay, —.
    Breach, M.
Springfield—
    Houghland, J.
Southbridge—
    Free Bros.
Tai Tapu—
    Suckling, —.
Tinwald—
    Gudsell, —.
Oxford—
    Waterman, J.
Wai Wau—
    Snawley, —.

And in the matter also of an industrial dispute between the South Canterbury Bakers and Pastrycooks' Industrial Union of Workers and the undermentioned persons, firms, and companies:—

South Canterbury Master Bakers' Industrial Union of Employers.

Timaru—
    Budd, Alfred.
    Hutchison, John.
    Hawkey, William.
    Lane, William P.
    May, R.
    Pateman, H.
    Quirk and O'Brien.
    Rodgers, J. H.
    Shewan, James.
    Shewan, F. M.

Temuka—
    Anderson, A.
    Knight, W.
    McLean, J.
    McDonald Bros.

Fairlie—
    Andrews, William.
    Wilson, J. L.
    O'Dowd, John.

Geraldine—
    Bryant, G.
    Maitland, John.
Beaconsfield—
    Chivers, C.
Pleasant Point—
    Neligan, —.
    Woodward Bros.
Pareora—
    Andrews, F.
Upper Pareora—
    Elworthy Bros.
Morven—
    Andrews, A. B.
St. Andrew's—
    Nicholls, T.
Waimate—
    Barford, William.
    Symond, James.
Winchester—
    Opie and Sons.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned disputes and having heard the unions by their respective representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the unions and the members thereof respectively and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the unions and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the unions and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 9th day of December, 1912, and shall continue in force until the 15th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 29th day of November, 1912.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. (*a.*) The hours of work for bakers and pastrycooks shall not exceed forty-eight in any one week.

(*b.*) Subject to the special provisions hereinafter contained the daily hours of work shall be regulated by each employer from time to time according to the requirements of his business, but so that any time worked in excess of ten hours in any one day by any worker shall be reckoned and paid for as overtime, whether or not such worker shall have worked forty-eight hours in that week.

(*c.*) The hour of starting work for bakers shall be not earlier than 4 o'clock a.m., except on Saturdays and the day immediately preceding a public holiday, when it may be one hour earlier—viz., 3 o'clock a.m. In the event of a double holiday, work may commence two hours earlier—namely, 2 o'clock a.m. Where employers have country deliveries, or have to forward bread by country coaches, they may start at 3 a.m.

(*d.*) If any employer shall require any of his workers to start work at an earlier hour than that hereinbefore prescribed, he shall pay such worker overtime at the rate of double time for all time worked between midnight and the hour prescribed for starting work, and such overtime shall be paid notwithstanding a full day's work shall not be worked by the particular worker who is so required to start work at such earlier hour. If a jobber is required to work at an earlier hour than the hours hereinbefore prescribed he shall be paid double time for any time worked between midnight and such prescribed hours.

(*e.*) Any journeyman employed to make dough by machinery or hand may start work earlier than the hours hereinbefore prescribed, but any journeyman who for that purpose is required to start work earlier than those hours shall be paid 5s. per week in addition to the minimum wage fixed by this award.

(*f.*) In towns having a population of less than 1,500 persons according to the census of 1911, the hours of work may be fixed by each employer according to the requirements of his particular business.

(*g.*) The hour of starting work for pastrycooks shall be not earlier than 6 a.m. on Tuesday, Wednesday, Thursday, and Friday, and not earlier than 4 a.m. on Monday and Saturday. In cases of emergency and on any holiday and the day immediately preceding such holiday the starting-time shall be agreed on between the employer and the foreman.

Wages.

2. (*a.*) The minimum wages shall be as follows: Foreman baker or pastrycook, £3 5s. per week; journeyman baker or pastrycook, £2 15s. per week; baker's labourer, £2 8s. per week.

(*b.*) A baker's labourer shall not be employed in the actual manufacture of bread or small goods, except that he may be employed to assist a journeyman in working a bread-baking machine.

(*c.*) Bakers' labourers shall be employed in the proportion of not more than one labourer to every four journeymen or fraction of four.

(*d.*) In country bakehouses where only one journeyman is employed the following wages may be paid: On an out-turn of 2,000 2 lb. loaves per week, £3 5s. per week; 1,500 2 lb. loaves or over per week, £3 per week; 1,250 2 lb. loaves or over per week, £2 15s. per week; under 1,250 2 lb. loaves per week, £2 10s. per week.

(*e.*) When the employer is himself substantially engaged in doing the actual work of a journeyman in his own bakehouse he shall be classed as a foreman or first hand, and he shall take an equal share of sponging with the men; or, if he elects not to do sponging, he shall pay the worker who does it for his time.

(*f.*) The wage fixed by this award is a weekly wage, and no deduction shall be made therefrom except for time lost through the worker's own default or sickness.

Jobbers.

3. A jobber shall be paid at the rate of not less than 11s. per day of eight hours. He shall be paid not less than half a day's wages in any event. If he is employed for more than four hours he shall be paid not less than 1s. 4½d. per hour up to the full day of eight hours, and after that he shall be paid overtime at the rates fixed by this award for journeymen.

Overtime.

4. Subject to the present practice with regard to sponging, and also to the provisions of clause 1 (*d*) hereof, if overtime is required to be worked it shall be paid for as follows: Time and a quarter from the customary time of ceasing work up to 6 p.m.; time and a half from 6 p.m. up to 10 p.m.; from 10 p.m. to midnight, double time. Overtime for apprentices, 9d. per hour for the first three years, and for the last year of apprenticeship time and a quarter.

Holidays.

5. The following shall be deemed to be holidays: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, King's Birthday, Christmas Day, and Boxing Day. Sunday sponging shall cover all holidays. If a workman is required to work on any of such holidays he shall be paid at the rate of time and a half in addition to his weekly wage.

6. (*a.*) If any of these holidays shall be generally observed on any other day such other day shall be deemed to be the holiday for the purposes of this award.

(*b.*) Any employer may agree with his journeymen pastrycooks that instead of having Anniversary Day, Easter Monday, King's Birthday, and Boxing Day as holidays they shall work on those days and have six days' holiday on full pay in each year, and so that any journeyman who shall leave his employment before having had his holiday shall be paid a proportionate sum for the period for which he shall have worked.

Carters.

7. A carter shall not be employed in any bakehouse in connection with the manufacture of any goods in the baking trade, but a baker may deliver bread so long as he does not work more than the prescribed hours.

Boarding of Workers.

8. Employers shall not provide any of their workers with board or lodging on their own premises: Provided that in any case where a worker can satisfy the nearest Inspector of Factories that

it is not practicable for such worker to obtain at a reasonable rate suitable board and lodging elsewhere than on his employer's premises, such Inspector of Factories may issue to such worker a permit authorizing him to agree with his employer to board and lodge on his employer's premises at a rate not exceeding 15s. per week. This clause shall not apply to the boarding of apprentices.

Meal-hours.

9. (*a.*) Not less than half an hour shall be allowed for breakfast and three-quarters of an hour for dinner, unless under special circumstances, when by mutual arrangement between the employer or his representative and the worker a shorter interval may be taken for meals.

(*b.*) No worker shall be allowed to work longer than four hours and a half before breakfast.

Employment of Females.

10. Females shall not be employed to manufacture any goods in a bakehouse, or to do any hot-plate work, but they may be employed in finishing and packing small goods, and cleaning fruit.

Termination of Engagement.

11. One week's notice of the termination of the engagement of a worker shall be given by the employer to the worker or by the worker to the employer.

Apprentices.

12. (*a.*) Any employer taking an apprentice shall be deemed to have undertaken the obligation which he agrees to perform as a duty enforceable under this award of teaching such apprentice the trade, and shall pay such apprentice not less than the undermentioned rates of wages: For the first six months, 12s. 6d. per week; second six months, 15s. per week; third six months, 17s. 6d. per week; fourth six months, £1 per week; fifth six months, £1 2s. 6d. per week; sixth six months, £1 5s. per week; seventh six months, £1 7s. 6d. per week; eighth six months, £1 10s. per week.

(*b.*) Where an employer provides his apprentice with board and lodging the above-mentioned wages may be reduced by 7s. 6d. per week during the first year, 10s. per week during the second year, 12s. 6d. per week during the third year, and 15s. per week during the fourth year.

(*c.*) The period of apprenticeship shall be for four years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship.

(*d.*) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served, and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligations of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(*e.*) If an employer shall from any cause beyond his control be unable to fulfil his obligations to his apprentice it shall be lawful for such apprentice to complete his term with another employer, and such employer may take and employ such apprentice, notwithstanding he has the full number of apprentices allowed by this award.

(*f.*) An employer taking an apprentice shall give notice thereof and the name of the apprentice to the Inspector of Factories within one month after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(*g.*) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(*h.*) When an apprentice is discharged for cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Factories.

(*i.*) Every employer shall be allowed to have one apprentice, whether he employs any journeymen or not. If an employer employs more than two journeymen he shall be allowed two apprentices, but not more than two apprentices shall be allowed in any one bakehouse.

(*j.*) Existing arrangements with or relating to apprentices now serving under indentures or under existing awards shall not be affected by anything herein contained, and so far as is necessary for the purpose of giving effect to such arrangements the said awards shall continue in force.

(*k.*) An apprentice who has served his term of apprenticeship may be employed as an improver for a further period of one year by any employer at a minimum wage of £2 per week.

Under-rate Workers.

13. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker, after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or person in so fixing

such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b*.) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c*.) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d*.) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e*.) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

14. (*a*.) In the event of any employer hereafter engaging any journeyman baker or pastrycook who shall not be a member of one of the unions, and who within fourteen days after his engagement shall not become and remain a member of the local union, the employer shall dismiss such worker from his service if requested to do so by the local union, provided there is then a member of such union who is equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

(*b*.) The provisions of the foregoing clause shall operate if and only so long as the rules of each of the unions shall permit any person of good character and sober habits who is employed as a baker or pastrycook to become a member of such union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Term of Award.

15. This award shall come into force on the 9th day of December, 1912, and shall continue in force until the 15th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 29th day of November, 1912.

W. A. SIM, Judge.

MEMORANDUM.

One award has been made in connection with the two disputes that were before the Court in Christchurch. This is the same, in substance, as the awards made recently in Auckland and Wellington, and contains the provision as to pastrycooks' holidays inserted in the award made recently in Dunedin.

The proprietors of several tea-rooms in Christchurch and Timaru were added as parties to the disputes. These have been struck out by the Court. If it can be proved hereafter that the proprietors of any tea-rooms are competing substantially with pastrycooks in the sale of small goods, an application may be made to have such proprietors added as parties to the award, and the matter will then be considered by the Court.

It was pointed out at the hearing that the awards made in other centres had not fixed the hours of work for bakers' labourers. These are regulated by the Factories Act, 1908.

W. A. SIM, Judge.

(2697.) NEW ZEALAND FEMALE BOOT OPERATIVES.—ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and the amendments thereof; and in the matter of an award made on the 16th day of July, 1912, in an industrial dispute between the New Zealand Federated Boot Trade Industrial Association of Workers and the New Zealand Boot-manufacturers' Industrial Union of Employers (female employees) and other employers in the said award named.

Friday, the 15th day of November, 1912.

UPON reading an application by the above-named union of workers filed herein on the 3rd September, 1912, and upon hearing such of the parties as were represented, this Court doth order that—

Barker, G. H., 65 Victoria Street, Christchurch;
Jack, R., Fitzgerald Avenue, Christchurch;
Kent, J. R., St. Asaph Street, Christchurch;
Pannell, H., and Co., Manchester Street, Christchurch;
Prosser, A. E., Stafford Street, Timaru;
Woods, T. and H., Colombo Street, Christchurch;
Yager, G., Peterborough Street, Christchurch,

be and the same are hereby added as parties to this award.

By the Court.

W. W. SAMSON,
Clerk of Awards.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(2698.) SOUTHLAND CARPENTERS AND JOINERS. — INTERPRETATION OF AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Southland Carpenters and Joiners' award (Book of Awards, Vol. xii, p. 822).

Application by the Inspector of Awards, Invercargill, for interpretation of award.

Clause 7 (*a.*). Every worker engaged on country work shall be paid, in addition to the wages mentioned in clause 2 hereof, a further sum of 1s. 6d. for each and every day while he is so employed, and his travelling-expenses in going to and returning from such work shall also be paid by the employer for each and every separate job, but only once during each separate job, provided such work is continuous and the journeyman or apprentice is not in the meantime recalled by his employer.

Question 1.—Is it competent for a builder, having his place of residence in one town, to take a building contract in another town, over six miles distant, and to engage workmen residing in the town where the work is being carried on, and to pay such workmen the ordinary rate of 11s. per day for eight hours, or must the extra 1s. 6d. per day be paid to such workmen as well as workmen who may be required to reside away from their homes during the currency of the job?

Question 2.—Could temporary residence on the part of the employer in the town where the work is being carried on be considered his place of residence, and free him from payment of the extra rate for country work?

Answer.—The object of provisions of this kind is to compensate workers who have to travel to work some distance from their homes. Where a worker does not have to travel in this way then he is not entitled to the extra 1s. 6d. per day. In the case put in the question workers who reside in the town where the work is being carried on are not entitled, therefore, to this extra payment.

The matter is only open to question owing to the failure of the Conciliation Commissioner to see, as he ought to have done, that the recommendation of the Council embodied the clauses usually inserted in awards in connection with country and suburban work. Attempts to produce something original in connection with such matters lead only to confusion and difficulty, and should be discouraged by the Commissioners.

Dated this 31st day of October, 1912.

W. A. Sim, Judge.

(2699.) NEW ZEALAND MALE BOOT OPERATIVES.—ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award made on the 16th day of July, 1912, in an industrial dispute between the New Zealand Federated Boot Trade Male Operatives' Industrial Union of Workers and various employers therein named.

Friday, the 8th day of November, 1912.

UPON reading an application filed herein on the 26th day of September, 1912, and upon hearing the duly appointed representative of the applicant, the above-named union, this Court doth order that the following be and the same are added as parties to the above award:—

Dunedin Boot-manufacturing Company, Athol Place, Dunedin.

Robertson and Sons, boot-manufacturers, St. Andrew Street, Dunedin.

By the Court.
THOS. E. ROBERTS,
Clerk of Awards.

(2700.) NEW ZEALAND FEMALE BOOT OPERATIVES.—ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award made on the 16th day of July, 1912, in an industrial dispute between the New Zealand Federated Boot Trade Female Operatives' Industrial Union of Workers and various employers therein named.

Friday, the 8th day of November, 1912.

UPON reading an application filed herein on the 26th day of September, 1912, and upon hearing the duly appointed representative of the applicant, the above-named union, this Court doth order that the following be and the same are added as parties to the above award:—

Dunedin Boot-manufacturing Company, Athol Place, Dunedin.

Robertson and Sons, boot-manufacturers, St. Andrew Street, Dunedin.

By the Court.
THOS. E. ROBERTS,
Clerk of Awards.

(2701.) DUNEDIN TINSMITHS AND SHEET-METAL WORKERS.—ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award made on the 8th December, 1911, in an industrial dispute between the Dunedin Tinsmiths and Sheet-metal Workers' Industrial Union of Workers and J. Anderson and other employers therein named.

Friday, the 8th day of November, 1912.

Upon reading an application filed herein on the 9th day of September, 1912, and upon hearing the duly appointed representative of the applicant, the above-named union, this Court doth order that the following be and the same are added as parties to the above award:—

Barningham and Co., George Street, Dunedin.
Brinsley and Co., Cumberland Street, Dunedin.
Shacklock, H. E. (Limited), Princes Street, Dunedin.

By the Court.
Thos. E. Roberts,
Clerk of Awards.

(2702.) SOUTHLAND BUTCHERS.—ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award made on the 15th day of December, 1910, between the Southland Operative Butchers' Industrial Union of Workers and the various employers therein named.

Friday, the 8th day of November, 1912.

Upon reading an application filed herein on the 11th day of October, 1912, and upon hearing the duly appointed representative of the applicant, the above-named union, this Court doth order that the following be and the same are added as parties to the above award:—

Bartlett, A. J., Tay Street, Invercargill.
City Cash Meat Company, Tay Street, Invercargill.
Fresh Food Company, Tay Street, Invercargill.
Humphries, James, North Invercargill.
Invercargill Meat-supply Company, Conon Street, Invercargill.
Jones, D. R., and Co., Conon Street, Invercargill.
Johnson, William, and Co., Bluff.
Jones and Co., Esk Street, Invercargill.
Maltby, T. C., Waikiwi.
McKenzie and Harper, Yarrow Street, Invercargill.

Oliver, John, Bluff.
Raines, C. P., Tweed Street, Invercargill.
Ryan and Turpin, Kelvin Street, Invercargill.
Southland Meat Company, Don Street, Invercargill.
Turpin and Bridges, Appleby.
Wills, J., and Co., Dee Street, Invercargill.

By the Court.
Thos. E. Roberts,
Clerk of Awards.

(2703.) SOUTHLAND CARPENTERS AND JOINERS. — ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award made on the 22nd November, 1911, in an industrial dispute between the Southland Carpenters' Industrial Union of Workers and the various employers therein named.

Friday, the 8th day of November, 1912.

Upon reading the application filed herein on the 23rd day of July, 1912, and upon hearing the duly appointed representative of the applicant, the above-named union, this Court doth order that the following be and the same are added as parties to the above award :—

Invercargill—
- Cook, C. R., South Invercargill.
- Giffen, T., East Road, Invercargill.
- Pister and Philpot, Invercargill.

Mataura—
- Caithness, J.
- Coster, J.
- Mowat, W.
- Thorn, W. P.

Wyndham—
- Richardson, J. H.
- Rankin, L.
- Shaw, S.
- Sykes, J.
- Traynor Bros.

Riverton—
- Young, R.
- Wilson and Stevens.

Riversdale—
- Clearwater, F.
- Currie, William.

Otautau—
- Macafee Bros.

Orepuki—
- Thomson, H.

Winton—
- Young, W., jun.

Lumsden—
- McDonald and Sons.

Makarewa—
- Southland Frozen Meat Company (Limited).

Edendale—
- Lennon, W. J.
- Robertson, T.

Tuatapere—
- McIvor, C.

By the Court.
Thos. E. Roberts,
Clerk of Awards.

WESTLAND INDUSTRIAL DISTRICT.

(2704.) GREYMOUTH IRONWORKS EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Greymouth Ironworks Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Beban, James, Cobden.
Cottle, George, Greymouth.
Despatch Foundry Company (Limited), Greymouth.
Dominion Ironworks, Greymouth.
Greaney, John, Greymouth.
Greymouth Harbour Board, Greymouth.
McGregor, Frank, Greymouth.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 16th day of December, 1912, and shall continue in force until the 16th day of December, 1914.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 30th day of November, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. Forty-eight hours shall constitute a week's work, of which four hours and one-quarter shall be worked on Saturday, and eight hours and three-quarters on each of the other working-days.

Overtime.

2. All time worked in excess of the time mentioned in clause 1 hereof in any one day shall be paid for at the rate of time and a quarter for the first two hours, and thereafter at the rate of time and a half.

Holidays.

3. (*a.*) Work done on New Year's Day, Easter Monday, or the King's Birthday shall be paid for at the rate of time and a half.

(*b.*) Work done on Sunday, Good Friday, Labour Day, or Christmas Day shall be paid for at the rate of double time.

Night Shifts.

4. (*a.*) Workers engaged on night shifts shall be paid 2s. per shift extra if working on three or more consecutive nights.

(*b.*) A "night shift" shall mean a shift of eight hours worked between the ordinary hours of leaving off work in the evening and starting work in the morning.

(*c.*) One day and one night shift only shall be worked during each twenty-four hours.

(*d.*) Overtime for the night shift shall be the same as that provided in clause 2 hereof.

Dirt-money.

5. (*a.*) *Ships.*—Any worker employed at dirty work, such as under lower platform of engine-room, or in bilges, or in confined places about ship's boilers—that is to say, between ship's sides and boilers or between bulkhead and back end of single-ended boilers or through manholes of boilers—shall receive 1s. per day extra as dirt-money. Apprentices so employed shall be paid 6d. per day, and on recommendation of foreman shall be allowed dirt-money when working in ship's tunnels.

(*b.*) *Ashore.*—Workers employed outside the shop on dirty repair-work, either certified to by the foreman or the person or firm for whom the work is being done, shall receive 1s. per day extra as dirt-money, and apprentices so employed shall be paid 6d. per day for work under similar conditions.

Wages.

6. (*a.*) The minimum wage for journeymen fitters, turners, pattern-makers, moulders, boilermakers, blacksmiths, and farriers shall be 1s. 4½d. per hour, and for floormen and all metal-workers' assistants 1s. 1½d. per hour.

(*b.*) Any worker who is being paid more than the minimum herein prescribed shall not have his wages reduced during the currency of this award.

(*c.*) Workers under the age of twenty-one years shall be paid the following minimum rates of wages: Under and up to sixteen years, 10s. per week; sixteen to seventeen years, 15s. per week; seventeen to eighteen years, £1 per week; eighteen to nineteen years, £1 5s. per week; nineteen to twenty years, £1 10s. per week; twenty to twenty-one years, £2 per week.

Apprentices.

7. (*a.*) An employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rates of wages, viz.: For the first year, 10s. per week; for the second year, 15s. per week; for the third year, £1 per week; for the fourth year, £1 5s. per week; for the fifth year, £1 10s. per week.

(*b.*) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship. The obligation of the apprentice to serve his employer shall be deemed to be a duty enforceable under this award.

(*c.*) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business who will continue to teach the apprentice, to pay him the wages prescribed according to the total length of time he has served, and generally to perform the obligation of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(*d.*) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(*e.*) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(*f.*) When an apprentice is discharged for cause the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories.

(*g.*) All time lost by an apprentice, either through his own default or through sickness, in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship; but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

(*h.*) An employer shall not be bound to pay an apprentice for time lost through the default of the apprentice or by his voluntary absence from work with the consent of the employer, but an employer shall not be entitled to make any deduction from the wages of an apprentice for the time lost through sickness or any cause other than those hereinbefore specified.

(*i.*) Existing arrangements with or relating to apprentices now serving any employer may continue, provided that an employer wishing such arrangements to continue shall forward the names of his present apprentices to the Inspector of Factories within one month after the filing of this award.

Improvers.

8. An apprentice after serving his apprenticeship may be employed as an improver at the rate of not less than 11d. per hour for one year after the expiration of his apprenticeship, and thereafter for another year at the rate of not less than 1s. 3d. per hour.

Country Work.

9. (*a.*) For country work the employer shall pay the fare of the worker both ways, and a proper allowance at current rates shall be made to the worker for necessary meals. When the worker is employed at such a distance that he is unable to return to his home at night suitable board and residence shall be provided at the employer's expense.

(*b.*) Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours in a day.

Under-rate Workers.

10. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*c.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

11. (*a.*) In the event of any employer hereafter engaging any worker coming within the scope of this award who shall not be a member of the union, and who within fourteen days after his engagement shall not become a member of the union and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union who is equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

(*b.*) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any worker coming within the scope of this award who is of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Matters not provided for.

12. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Scope of Award.

13. (*a.*) The operation of this award is limited to the area lying within a radius of ten miles from the chief post-office in the Town of Greymouth.

(*b.*) The operation of this award may be extended to other parts of the industrial district upon the application of any party bound by the award.

Term of Award.

14. This award shall come into force on the 16th day of December, 1912, and shall continue in force until the 16th day of December, 1914.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 30th day of November, 1912.

W. A. Sim, Judge.

Memorandum.

Most of the provisions contained in this award were agreed on by the parties at a conference held after the hearing of the dispute had been commenced by the Court.

W. A. Sim, Judge.

MARLBOROUGH INDUSTRIAL DISTRICT.

(2705.) MARLBOROUGH PLUMBERS.—ENFORCEMENT OF AWARD.

In the Magistrate's Court, holden at Blenheim.—Between Samuel Tyson, Inspector of Factories, plaintiff, and James Anderson Leslie, of Blenheim, plumber, defendant.

The statement of claim is for a penalty of £10 for breach of the Marlborough Carpenters, Painters, Plumbers, and Bricklayers' award dated the 21st December, 1903, in that the defendant, being a party upon whom the said award is binding, did employ a youth named Clarence Marple at the plumbing trade from the 22nd January, 1912, to the 31st August, 1912, and did fail to bind the said Clarence Marple by deed of apprenticeship as provided by clause 4 of the said award.

This action was heard by me on the 15th November, 1912. Mr. Tyson appeared in person, and the defendant was represented by Mr. Rogers, sen.

The fifth paragraph of the award filed on the 4th January, 1904, provided that "any employer before taking a youth as an apprentice shall be entitled to employ him for three months on probation. If at the end of such period the employer shall continue to employ such youth, then such youth shall be legally apprenticed under the provisions of this award, and in such case the period of three months shall be reckoned as part of the period of apprenticeship prescribed by this award."

The deed of indenture of the 9th July, 1912, was produced. It was admitted that this deed of indenture was not signed by the defendant until some date before the 31st August, 1912, although the father may probably have signed earlier. The apprentice Clarence Marple himself, who is under twenty-one years of age, had not signed the deed at all. The boy entered the defendant's employ on the 22nd January, 1912, and left his employer on the 31st August, 1912, without his employer's approval. According to this the three months would end on the 15th April. From the evidence of the attesting witness to defendant's signature to the indenture I deduce that defendant's signature was not attested until after the boy left, but the defendant swears he signed before the 19th August, 1912. He was sure it was duly signed before the 31st August, when the boy left his employ.

The questions for the opinion of the Court resolve themselves into two: (1) When must an indenture be signed so as to constitute a legal apprenticeship within the meaning of the award? and (2) How must it be signed?

Mr. Tyson says it has become a rather common practice amongst employers of apprentices to take them on probation, and to allow them to leave their employ after the period of probation ends without entering into binding articles of apprenticeship as required by law, the result being that these apprentices become tradesmen without qualification and often incompetent, a state of things which is prejudicial and against the best interests of the community, and it is in order to prevent this practice that these proceedings are taken.

Mr. Rogers, for the defendant, submits that the indenture in this case was executed sufficiently when signed by the father and employer prior to the departure of the apprentice, and that there is no law requiring the apprentice to sign. Mr. Tyson has referred me to the judgment of the Court delivered by Mr. Justice Sim in the matter of the Inspector of Awards *v.* McCracken, heard at Masterton on the 29th September, 1908, in which a question of failure to indenture an apprentice was considered. The Judge is reported to have said (page 670 of New Zealand Awards, Vol. ix), "Clause 10 of the award gives the employer an option as to whether a youth whom he employs shall be indentured or not. And we think that if an employer makes an arrangement with a youth by which that youth is to be indentured, then it is the duty of the employer to have the lad indentured within a reasonable time after the expiration of the period of probation fixed by clause 10—viz., three months."

In the case of Hick *v.* Raymond and Reid (1893, A.C. 22) referred to and followed in Otago Harbour Board *v.* Lysaght (N.Z. L.R. 541 A.C.) it was decided that the actual circumstances must be looked to in determining what is a reasonable time. "The time to be allowed must be reasonable from a business point of view."

In the case now before me it appears that the period of probation determined about the middle of April, 1912. Surely it would have been reasonable to expect the indenture to be signed by the employer at least not later than the end of May at the latest. In these circumstances I am giving the meaning of the word "month" as "calendar month" as defined by section 5 of the Acts Interpretation Act, 1908, No. 1. As a matter of fact, evidence makes me believe the indenture was not signed during April, May, or June, for it does not bear date until the 9th July. Under the circumstances this was not within a reasonable time after the period of probation ended, and amounts to a breach of the award from that point of view alone.

But another question was raised—viz., How must the indenture be signed? The answer to this is indicated in a great measure by the Master and Apprentice Act, 1908, No. 115, section 7, subsection (2), which requires such an indenture as the one under consideration to be executed by the parent or guardian of the apprentice of the one part and by the master to whom the apprentice is bound of the other part. Section 21 of the same Act is inapplicable, as it affects Government apprentices only. With regard to them it is requisite for the apprentice to sign as well. It is not apparent why the distinction is drawn; and, although it may be most desirable in most cases that the apprentice should himself sign and be made acquainted with the condition of his service, I can only say that in the case now before me the indenture was sufficiently signed to satisfy the requirements of section 7 of the statute.

As the plaintiff has succeeded in proving a breach of award I must find for him, but, seeing he does not press for a heavy penalty, and the action was brought as a warning more than in a punitive character, I shall only order the sum of £1 to be paid by way of penalty, together with Mr. Tyson's expenses, £2 12s; total, £3 12s.

R. S. Florance,
Stipendiary Magistrate.

WELLINGTON INDUSTRIAL DISTRICT.

(2706.) HAWKE'S BAY CARPENTERS AND JOINERS.—INTERPRETATION OF AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Hawke's Bay Carpenters and Joiners' award (Book of Awards, Vol. xii, p. 566).

Application by the Inspector of Awards, Napier, for interpretation of award.

Clause 10. Every journeyman engaged on country work shall be paid, in addition to his ordinary wages pursuant to the provisions of clause 2, a further sum of 1s. for each and every day while he is so employed, and his travelling-expenses in going to and returning from such work shall also be paid by his employer.

Statement of Facts.—A number of men were told that if they applied at a certain country job—to wit, thirty-six miles from the firm's ordinary place of business, and at which a temporary office had been requisitioned—they might obtain employment. They accordingly applied, and were given employment.

Question 1.—Are these workers entitled to be paid the extra 1s. per day?

Answer 1.—From the facts as stated it appears that the men were engaged, in substance, in the town in which they were living. They were engaged, therefore, on country work within the meaning of the award, and were entitled to the extra 1s. per day.

Question 2.—Are workers entitled to be paid the extra 1s. per day when they are engaged upon country work, but are prevented from working by inclement weather or through shortage of material?

Answer 2.—Yes.

Question 3.—Are journeymen engaged upon country work entitled to the extra 1s. per day notwithstanding that they may be permanent residents of such town?

Answer 3.—*Prima facie* they are not entitled to the extra 1s. per day.

Dated this 31st day of October, 1912.

W. A. Sim, Judge.

NELSON INDUSTRIAL DISTRICT.

(2707.) NELSON BUILDERS', CONTRACTORS', QUARRY-OWNERS', AND GENERAL LABOURERS.—AWARD.

In the Court of Arbitration of New Zealand, Nelson Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Nelson Labourers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Bisley Bros., Hardy Street, Limekiln.
Baigent, Henry, timber-merchant, Waimea Street.
Batchelor, C., plumber, Nelson.
Bogle, Andrew, builder, Kawai Street.
Bethwaite and Ritchie, builders, Gloucester Street.
Blundell, J., Nile Street West.
Carter, Alfred Henry, contractor, Harley Street.
Chamberlain and Stannard, Collingwood Street.
Carlisle, E., plumber, Hardy Street.
Flatt, E. J., plumber, Bridge Street.
Graham Bros., plumbers, Bridge Street.
Galbraith, Sydney, contractor, Trafalgar Square.
Grimmett, William Henry, contractor, Milton Street.
Grimmitt, Thomas R., Ngatitama Street.
Hobbs, Herbert Alfred, plumber, Hardy Street.
Haggitt, Charles, contractor, Shakespeare Walk.
Haase, John Edward, St. Vincent Street.
Hunter, Leonard, carter, Washington Valley.
Jamieson, Peter, contractor, Hampden Street.
Johnson, H. H., contractor, Bridge Street.
Leaper Bros., builders, Selwyn Place.
Langlands and Co., contractors, Nelson City.
Laird, William, contractor, Nelson City.
Miller, Andrew, contractor, Trafalgar Street North.
Marris, John, builder, Waimea Street.
Miller, George, and Co., bricklayers, Hardy Street.
McArtney, Harold, plumber, Bridge Street.
Nelson Tinware Company (H. Kidson, manager).
Neale and Haddow, merchants, Vanguard Street.
Nelson Harbour Board, The Port, Nelson.
Nelson City Council.
Newport, James, night-soil contractor, Brook Street.
Orsman, John Alexandra, contractor, St. Vincent Street.
Plum, Frederick, contractor, Grove Street.
Robertson Bros., contractors, Hardy Street.

Robertson Bros., wool-works, Halifax Street.
Ruffell, —, contractor, Wainui Street.
Shaw, George, contractor, Bridge Street.
Stringer, John Alfred, builder, Bridge Street.
Scott, John, builder, Bridge Street.
Shone, Alfred, builder, Collingwood Street.
Strafford, A., bricklayer, The Wood.
Scott, David, Washington Valley.
Tasker and Levien, merchants, Hardy Street.
Wise, George, contractor, Manuka Street.
Walker, Thomas, Waimea Street.
Westley, William Edward, carter, Milton Street.
Woodward, Edward, contractor, Grove Street.
Webley and Sons, builders, Collingwood Street.
Wilmott and Cross, plumbers, Wakatu Lane.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 2nd day of December, 1912, and shall continue in force until the 29th day of April, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 25th day of November, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. (*a.*) The actual working-hours per week shall not exceed forty-seven hours, and shall not exceed eight hours and a half for the first five working-days of the week and four hours and a half on Saturday.

(*b.*) The work shall commence not earlier than 7.30 a.m. and shall cease not later than 5 p.m., and not less than an hour shall be allowed for dinner, except on Saturday, when work shall cease at 12 noon.

(*c.*) When it is necessary to prepare material for work before the ordinary hours for commencing work the employer may employ workers to do such necessary work for not more than half an hour before that time at the ordinary rate of pay.

(*d.*) In tunnel work the hours shall not exceed eight per shift from bank to bank, with half an hour for crib-time.

(*e.*) "Tunnel work" means any underground excavation over a chain in length or which requires timbering overhead.

(*f.*) When workers are working in water over their ordinary boot-tops they shall be paid 1s. per day extra.

Rates of Wages.

2. (*a.*) Labourers employed in connection with the erection, alteration, or demolition of any building, or in excavating or preparing ground for the same, shall be paid not less than 1s. 1½d. per hour.

(*b.*) Labourers substantially engaged in the construction of scaffolds shall, for the time so employed on such work, be paid not less than 1s. 3d. per hour.

(*c.*) Tunnel work: tunnelmen and timbermen, 10s. per shift; all other workers employed underground, 9s. per shift.

(*d.*) Quarry work: Workers engaged in getting out stone roughly squared to measurement, 1s. 3d. per hour; powdermen, hammer-and-drill men, and jumpermen, 1s. 1½d. per hour; all other workers engaged in quarry work, 1s. 1½d. per hour.

(*e.*) General work: Labourers employed on concrete-work, pick-and-shovel work, sewer work, kerbing and channelling work, laying and cleaning drains and water-tables, and asphalt and tar work, 1s. 1½d. per hour.

(*f.*) Workers employed at handling coal, 1s. 1½d. per hour. This clause shall not apply to workers usually employed on a weekly wage.

Payment of Wages.

3. Wages shall be paid weekly or fortnightly in town and on the job within a reasonable time after work has ceased. Country work shall be paid for as agreed.

Accommodation for Labourers employed in connection with Building Operations.

4. (*a.*) Each employer shall provide accommodation to the satisfaction of the Inspector of Factories to enable such labourers to change their clothes and have their meals, and he shall also provide proper sanitary accommodation for such labourers.

(*b.*) Where six or more workers are employed on any job for a period of six continuous working-days the employer shall provide sanitary accommodation for such workers and to the satisfaction of the Inspector of Factories.

Payment is for Time worked.

5. In every case a worker shall be entitled to be paid only for time actually worked by him.

Overtime.

6. All time worked beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first two hours, and thereafter at the rate of time and a half.

Holidays.

7. The following shall be recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, and Christmas Day. Work done on Good Friday and Christmas Day, or on Sunday, shall be paid for at the rate of double time. Work done on all other holidays shall be paid for at the rate of time and a half.

Employment of Youths.

8. (*a.*) Youths may be employed at not less than the following rate of wages: Up to seventeen years of age, 18s. per week; up to eighteen years of age, £1 2s. per week; up to nineteen years of age, £1 6s. per week; up to twenty years of age, £1 10s. per week; up to twenty-one years of age, £1 16s. per week.

(*b.*) The proportions of youths shall not be more than one to every five men employed.

(*c.*) Youths under twenty-one years of age shall not be permitted to be shot-firers.

Suburban Work.

9. (*a.*) "Suburban work" in the case of employers carrying on work in the City of Nelson means work performed outside a radius of two miles from the intersection of Hardy and Trafalgar Streets, Nelson, and within a radius of six miles thereof; and in the case of other employers coming within the scope of this award means work performed outside a radius of two miles from the employer's place of business and within a radius of six miles thereof.

(*b.*) Workers employed upon suburban work shall be at the place where the work has to be performed at the time appointed for the commencement of work, and shall be paid 6d. per day in addition to their ordinary wages when so employed; but

(*c.*) No worker who resides within two miles by road for foot-passengers of the place where the work is to be performed shall be entitled to the said allowance.

Country Work.

10. (*a.*) "Country work" in the case of employers carrying on business in the City of Nelson means work situated more than six miles from the intersection of Trafalgar and Hardy Streets; and in the case of other employers coming within the scope of this award means work situated more than six miles from the employer's place of business or residence.

(*b.*) Any worker employed upon country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work if such work is continuous and the worker is not in the meantime recalled by his employer.

(*c.*) Time occupied in travelling shall be paid for at the ordinary rates, but no worker shall be entitled to more than an ordinary day's wage for any day occupied by him in travelling unless he is on the same day working for his employer.

(*d.*) When workers employed upon country work are required to sleep away from their houses an additional allowance of 1s. per day for the time so occupied shall be paid to them, and they shall be provided with tents or other suitable sleeping-accommodation.

(*e.*) Notwithstanding anything herein contained, any employer and his workmen may agree that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed without payment of overtime, but so that not less than the rate of wages prescribed by this award be paid.

Tools.

11. All tools shall be supplied by the employer.

Under-rate Workers.

12. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of such worker after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or person in so fixing such wage shall have regard to the worker's capability,

his past earnings, and such other circumstances as such Inspector or person may think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Piecework.

13. No piecework shall be allowed.

Existing Contracts.

14. The provisions of this award shall not apply to contracts entered into before the hearing of this dispute: Provided any employer wishing to take advantage of this provision shall within one month from the date of this award coming into force give to the Inspector of Factories notice in writing of the contract or contracts in respect of which he claims exemption, stating the date of such contract, the name of the person or body with whom the same has been entered into, and where the work is to be performed.

Preference.

15. (*a.*) If any employer shall hereafter engage any worker who shall not be a member of the union, and who within one week after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(*b.*) Whenever an employer shall employ any worker who is not a member of the union he shall within twenty-four hours thereafter give notice in writing of such employment to the secretary of the union.

(*c.*) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Scope of Award.

16. This award shall be limited to employers carrying on business within a radius of thirty miles from the intersection of Hardy and Trafalgar Streets, Nelson.

Exemptions.

17. The provisions of this award as to hours and wages shall not apply to employers engaged in work affected by the tide in the Port of Nelson: Provided that the conditions as to hours and wages under which workers are employed at this work at the date of this award shall continue.

Term of Award.

18. This award shall come into force on the 2nd day of December, 1912, and shall continue in force until the 29th day of April, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 25th day of November, 1912.

W. A. Sim, Judge.

MEMORANDUM.

This award embodies, with a few slight alterations, the recommendation of the Council of Conciliation. The only important alteration is the inclusion of a definition of "tunnel work," taken from the recent Wellington country award.

At the hearing an application was made on behalf of the employers to have a general rate of 1s. per hour fixed for all unskilled labour not specifically provided for, but this application was withdrawn when it was pointed out that the award applied only to certain specified kinds of labour, and that the wages to be paid for other kinds of labour would have to be settled by agreement between each employer and the workers employed by him.

W. A. Sim, Judge.

(2708.) ENFORCEMENT OF AWARDS.

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks.
			NORTHERN INDUSTRIAL DISTRICT.			
1912.			*In the Magistrate's Court at Whangarei, before Mr. E. Rawson, S.M.*			
Oct. 22	Inspector Gresham	C. T. Gibson ..	Auckland Hotel Workers (country)	Failing to pay wages weekly ..	£2, part Inspector's costs 9s. 6d.	Offence admitted.
,,	Ditto ..	,, ..	Ditto ..	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£2, part Inspector's costs 9s. 6d., Court costs 7s.	,,
,,	,, ..	A. J. J. Meyer ..	,, ..	Ditto	Ditto ..	,,
,,	,, ..	Fulljames and Son ..	Auckland Plumbers (country)	Failing to pay award rates to a journeyman	Nil ..	Dismissed. Defendants stated in Court that the worker in question, who had been employed just three months, was an apprentice on probation. He had left the district after having been subpœnaed as a witness, and in his absence the Inspector was unable to prove that a breach had been committed.
			In the Magistrate's Court at Auckland, before Mr. C. C. Kettle, S.M.			
Oct. 31	Inspector Göhns	Gordon and Mays ..	Auckland Bricklayers	Failing to pay award rates to B. Snowden	5s., mileage 2s.	Offence admitted. As defendant had since the Inspector's visit paid arrears of wages, amounting to £2 8s., the Magistrate inflicted only a nominal fine.

,,	Ditto ..	B. Snowden (employee in above case)	Ditto ..	Failing to claim award rate ..	1s. ..	Offence admitted.
,,	,, ..	Whelan Bros. ..	Auckland Butchers	Employing a worker before the hour prescribed in the award for starting work—viz., 6 a.m.	£1, mileage 1s.	,,
,,	,, ..	R. Kneebone (employee in above case)	,, ...	Starting work before 6 a.m. ..	Ditto ..	,,
,,	,, ..	Jeffrey and Coe ..	New Zealand Boot Operatives	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£10, costs 7s.	The Magistrate inflicted the full penalty claimed, holding that the breach was deliberate, as defendant had been previously warned by the Inspector of Awards to keep the book.
,,	,, ..	H. R. Stark ..	Auckland Carpenters	Employing more than the proportion of apprentices to journeymen allowed by award	5s., mileage 2s.	Offence admitted.
,,	,, ..	H. and S. Smale ..	Auckland Drivers	Failing to provide a time-book for his drivers	5s., mileage 3s.	,,
,,	,, ..	J. Appleton, C. Fitzgerald, P. Henry, R. Henry, H. Mennie, W. Oxenham, J. Thomas	,,	Failing to enter in the time-book provided by their employer their total daily hours of time worked (seven cases)	5s., and mileage 1s. in each case.	Defendants did not appear in Court.
,,	,, ..	G. Astell	,,	Failing to enter in the time-book provided by his employer his total daily hours of time worked	1s., mileage 1s.	Defendant appeared in Court, and, as the evidence showed that the breach was committed inadvertently, the Magistrate imposed only a light fine.
,,	,, ..	R. Harris (employee of of P. C. Tenby)	Auckland Dairy Employees	Starting on milk-round before 4 a.m.	5s., mileage 2s.	Offence admitted.

ENFORCEMENTS OF AWARDS—*continued.*

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks.
1912. Oct. 31	Inspector Göhns	Simmonds and Osborne	Auckland Drivers	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£5, costs 7s.	Offence admitted. The Magistrate considered that a serious breach had been committed.
,,	Ditto ..	W. H. Gaw.. ..	Auckland Hotel Workers	Engaging a cook without first applying to the secretary of the union to supply him with such a worker	£2 ..	Offence admitted.
,,	,, ..	G. and H. Inglis ..	Auckland Plumbers	Employing more than the proportion of apprentices to journeymen allowed by award	10s. ..	,,
,,	,, ..	T. Kwai	Auckland Restaurant Workers	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£2, costs 7s.	,,
In the Magistrate's Court at Otahuhu, before Mr. E. Rawson, S.M.						
Oct. 11	Inspector Göhns	A. Underwood ..	Auckland Hotel Workers	Failing to exhibit in some convenient place in his hotel a time-table of the working-hours of his employees	£2 ..	Offence admitted.
	Ditto ..	A. Sturgess ..	Auckland Nurserymen and Landscape Gardeners' Employees	Failing to pay minimum wage to (1) a competent nurseryman, and (2) a nurseryman's labourer	£2 ..	The defence was that defendant's business — *i.e.*, the raising of cabbage, cauliflower, and tomato, &c., plants—did not bring him within the terms of the award. The evidence showed, however, that defendant carried on as a business the growing of these plants and shrubs, flowers, &c., for sale; therefore the Magistrate held he was governed by the award, and inflicted a penalty as shown.

.	,,	John Todd	Auckland Tailors	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£5, costs 7s.	Offence admitted.
,,	,,	,,	,,	Employing more than the proportion of weekly-wage hands to pieceworkers allowed by the award	£10	Defendant had employed all his tailors on weekly wages instead of in the proportion of one weekly-wage hand to four pieceworkers, and stated in Court that this arrangement suited him and his men better than the terms of the award. The Magistrate considered this a deliberate breach of the award, and imposed a heavy penalty.

In the Magistrate's Court at Tauranga, before Mr. R. W. Dyer, S.M.

Nov. 7	Inspector Göhns	J. Charlton and Son	Auckland Tailoresses	Employing more than the proportion of apprentices to journeywomen allowed by award	£10, part Inspector's costs £1	The evidence showed that defendants had been fined last year for the same offence, and the Magistrate therefore considered that the present breach was deliberate.
,,	Ditto	Milner and Charles	Ditto	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£10, Court costs 7s., part Inspector's costs £1	Offence admitted. In this case defendants had a book, and had taken the signatures of their workers therein, but had omitted to enter the amounts of their wages, &c. In view of the fact that defendant firm had only last year been fined for the same offence, the Magistrate imposed a heavy fine.

ENFORCEMENTS OF AWARDS *continued.*

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks.
1912.	*In the Magistrate's Court at Te Puke, before Mr. R. W. Dyer, S.M.*					
Nov. 8	Inspector Göhns	R. Brownlee ..	Auckland Tailoresses	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£2, Court costs 7s., part Inspector's costs 15s.	Offence admitted.
	In the Magistrate's Court at Whakatane, before Mr. R. W. Dyer, S.M.					
Nov. 12	Inspector Göhns	J. E. Lysacht ..	Auckland Tailoresses	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£1 10s., Court costs 7s., part Inspector's costs £1	Offence admitted.
„	Ditto ..	F. Maby	Ditto	Ditto	Ditto ..	„
	In the Magistrate's Court at Taumarunui, before Mr. F. O'B. Loughnan, S.M.					
Oct. 15	Inspector Göhns	G. Browning ..	Auckland Plumbers (country)	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£1, Court costs 7s., part Inspector's costs 7s.	Offence admitted.
„	Ditto ..	Ellis and Burnand (Limited)	Auckland Timber-workers	Employing boys, and failing to notify the secretary of the union of same in order to have the boys' wages adjusted as required by award	£10, mileage 3s.; part Inspector's costs 7s.	Offence admitted. The Magistrate said that he could not consider defendants' statement that the breach was due to an oversight.

,,	,, ..	G. Gardiner and Son..	Ditto	(1) Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908; (2) Failing to pay double-time rates to four workers for Sunday work	£2, Court costs 7s., mileage 3s., and part Inspector's costs 7s., in first case. Ditto, without Court costs 7s. in second case	The first offence was admitted. In the second instance the defence was that on account of breakdown of machinery, the work done was in connection with making preparations for the ordinary work of the mill, and that, therefore, under clause 5 of the award, the limit of working-hours did not apply. The Magistrate, however, considered that the evidence of three of the workers in question was unsatisfactory, whilst that of the fourth went to show he was engaged in blowing out the boilers, which work the Magistrate held was not governed by clause 5, and therefore should have been paid for at double-time rates. Under the circumstances he imposed a penalty of £2.
,,	.. ..	Pukeweka Sawmills Company (Limited)	Auckland Timber-workers	Failing to pay overtime rates to two journeymen	£10, with part Inspector's costs 7s.	Offence admitted. As defendant firm had previously been fined for not paying overtime rates, the Magistrate said that the present case called for a heavy penalty.
,,	,, ..	Stevens and MacPherson	Ditto	Failing to pay wages at not longer intervals than half-monthly	£2, mileage 4s., part Inspector's costs 7s.	The Magistrate said that as this was defendant's first offence of this kind a heavy penalty would not be imposed.
,,	,, ..	Ditto	,, ...	Failing to pay overtime rates..	£5, mileage 5s., part Inspector's costs 7s.	Offence admitted.

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks.
1912. Oct. 15	Inspector Göhns	Taringamutu Totara Timber Company	Auckland Timber-workers	Failing to pay wages in full at not longer intervals than half-monthly	£5, part Inspector's costs 7s.	Defendant firm was cited for the same offence in 1910 when the Magistrate inflicted a very small fine, holding that only a technical breach had been committed, as the evidence showed that the employees preferred to be paid monthly. The Magistrate now held that his leniency in that case had evidently been mistaken as a sanction to pay monthly. He ruled that defendants must pay their workers at not more than fortnightly intervals, and in order to ensure compliance with the award he would inflict a substantial penalty in this case.
In the Magistrate's Court at Gisborne, before Mr. W. A. Barton, S.M.						
Dec. 6	Inspector Westbrooke	Edgar Phillip Williams	Gisborne Carpenters	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£1, costs 7s.	Offence admitted.
Oct. 31	Ditto ..	W. D. Burnand ..	Gisborne Drivers	Failing to provide a time-book for a driver	10s., witnesses' expenses 6s.	Defendant produced his wages and overtime book, and contended that he was not required by the award to provide a separate book for each driver. The Magistrate upheld this contention, but as the book produced did not meet the requirements of the award, in that it had not been entered up daily nor verified and initialled, he held that a breach of award had been committed.
,,	,,	A. Wade	Gisborne Plumbers	Employing more than the proportion of apprentices to journeymen allowed by award	£1 ..	Offence admitted.

WELLINGTON INDUSTRIAL DISTRICT.

In the Magistrate's Court at Hastings, before Mr. S. E. McCarthy, S.M.

Oct. 11	Inspector Bailey	G. Lord	Napier and Hastings Drivers	(1) Failing to provide a time-book for his drivers; (2) failing to pay minimum wage	£1 in each case	Offences admitted.

In the Magistrate's Court at Woodville, before Mr. L. G. Reid, S.M.

Nov. 28	Inspector Culver	J. Fraser	Napier Painters and Decorators	Failing to notify the secretary of the union of the engagement of a non-unionist within fourteen days thereof	10s. ..	Offence admitted.
”	Ditto ..	H. T. Perkins ..	Ditto	Ditto (two cases)	10s. in one case, breach recorded only in other	Offences admitted.

In the Magistrate's Court at Foxton, before Mr. A. D. Thomson, S.M.

Oct. 30	Inspector Culver	Nimmo and Gibbs ..	Manawatu Flax-mills Employees	Failing to weigh flax at tram end, and the weights and weighing to be available to cutters or their representatives as required by the award	£2 ..	Defendants did not appear in Court.

In the Magistrate's Court at Upper Hutt, before Dr. A. McArthur, S.M.

Nov. 13	Inspector Carmody	J. Harrison.. ..	Wellington Carpenters and Joiners	Failing to notify the secretary of the union in writing of the engagement of a non-unionist within twenty-four hours thereof	£1 ..	Offence admitted.

ENFORCEMENTS OF AWARDS—*continued.*

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks.
1912.	*In the Magistrate's Court at Petone, before Dr. A. McArthur, S.M.*					
Nov. 20	Inspector Carmody	William Bottonley ..	Wellington Butchers	Employing a boy casually ..	£1, Inspector's expenses 1s. 4d.	Offence admitted.
	In the Magistrate's Court at Wellington, before Dr. A. McArthur, S.M.					
Nov. 5	Inspector Carmody	F. J. Walters ..	Wellington Carpenters and Joiners	Failing to provide proper sanitary conveniences for men employed on his job	£1 ..	Offence admitted.
Oct. 15	Ditto ..	W. Barnes	Wellington Cooks and Waiters (*re* restaurants, &c.)	(1) Failing to pay award rates to a chef, and (2) failing to pay award rates to a second hand	£1 in each case	Offences admitted.
Nov. 26	,, ..	Daniel Tonkin ..	Wellington Cooks and Waiters (*re* restaurants, &c.	Failing to pay award rates to a general hand	£1 ..	Offence admitted.
,,	,, ..	C. H. Harris and Co.	Wellington Furniture Trade	Failing to notify the Inspector of Factories of the employment of an apprentice within one week after the expiration of the period of probation (three months)	£1 ..	,,
Dec. 3	,, ..	W. J. S. Hayward ..	Wellington Shop Tailoresses	(1) Failing to pay minimum wage to first-class machinist, and (2) having work done on the "team system"	£1 in each case	Offences admitted. Before the case was heard defendant paid arrears of wages owing.

Nov. 22	,, ..	Richard Ockenden ..	Wellington Carpenters and Joiners	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£1, costs 7s.	Offence admitted.
Oct. 29	The Wellington Plasterers' Industrial Union of Workers	T. Foley and Sons (Limited)	Wellington Plasterers	Failing to provide a journeyman employed upon "country work" with tent and other sleeping-accommodation	Nil ..	Dismissed, with £1 1s. costs. (For full report see page 1002.)

In the Magistrate's Court at Wellington, before Mr. W. G. Riddell, S.M.

Nov. 21	Inspector Carmody	A. J. Ibbotson ..	Wellington Carpenters and Joiners	Failing to notify the secretary of the union in writing of the employment of a non-unionist within twenty-four hours thereof	Nil ..	A conviction was recorded only, and defendant was ordered to pay solicitor's fee, £1 1s. (For full report see page 1003.)

MARLBOROUGH INDUSTRIAL DISTRICT.

In the Magistrate's Court at Blenheim, before Mr. R. S. Florance, S.M.

1912.						
Nov. 15	Inspector Tyson	James A. Leslie ..	Marlborough Plumbers	Failing to indenture an apprentice	£1, Inspector's expenses £2 12s.	(For full report see page 1057.)

CANTERBURY INDUSTRIAL DISTRICT.

In the Magistrate's Court at Christchurch, before Mr. H. W. Bishop, S.M.

Oct. 23	Inspector Hagger	Charles Essex and Co.	Canterbury Drivers	Failing to pay minimum wage to a driver	5s. ..	Defendant had paid the worker, a young man, £1 10s. per week instead of the minimum wage of £1 15s.; but since proceedings were commenced he paid all arrears owing.

ENFORCEMENTS OF AWARDS—*continued.*

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks
1912. Oct. 23	Inspector Hagger	Avery and Son ..	Christchurch Painters	Failing to indenture an apprentice	5s. ..	Offence admitted.
"	Ditto ..	Samuel Garvin ..	Christchurch Timber and Coal Yards Employees	Failing to pay minimum wage to a casual worker	5s. ..	Defendant had paid the worker only 1s. per hour instead of the award rate of 1s. $1\frac{1}{2}$d.; but the evidence showed that the latter was of poor intellect, and probably worth no more than paid. The Magistrate held that defendant should have seen that the worker obtained an under-rate permit.
In the Magistrate's Court at Lyttelton, before Mr. H. W. Bishop, S.M.						
Oct. 23	Inspector Hagger	Andersons (Limited) ..	Canterbury Engineers	Failing to pay wages in full to an an apprentice	£1 ..	..
In the Magistrate's Court at Christchurch, before Mr. T. A. B. Bailey, S.M.						
Oct. 18	Inspector Hagger	Samuel Garvin ..	Christchurch Timber and Coal Yards Employees	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£1, costs 7s.	..
In the Magistrate's Court at Ashburton, before Mr. V. G. Day, S.M.						
Sept. 27	Inspector Hagger	Clement George Andrews	Canterbury Tailors and Tailoresses	Failing to pay minimum wage to a journeyman	£2 ..	Defendant had paid the worker £2 5s. per week instead of the award wage of £2 15s.
	Ditto ..	James Forde (employee in above case)	Ditto	Working for less than the minimum wage	10s. ..	..

In the Magistrate's Court at Timaru, before Mr. V. G. Day, S.M.

Oct. 16	Inspector Lightfoot	G. D. Hansford ..	Timaru Carpenters	Failing to notify Inspector of Awards of engagement of a non-unionist within twenty-four hours thereof	Nil ..	Dismissed. This case was previously before the Magistrate, who stated a case for the opinion of the Arbitration Court. (For full report see page 957.) That Court decided that the rules of the union as constituted did not entitle the union to the benefits of the preference clause of the award, and when the case was referred back to the Magistrate he accordingly dismissed it.

Before the Court of Arbitration at Christchurch.

Dec. 3	Inspector Lightfoot	The Westland and Timaru Timber and Coal Company (Limited)	South Canterbury Timber - yards, &c., Employees	Failing to pay award rate to a yard labourer employed for consecutive periods of more than six days	Nil ..	Breach recorded only. (For full report see page 956.)

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

In the Magistrate's Court at Dunedin, before Mr. H. Y. Widdowson, S.M.

Nov. 19	Inspector Browett	W. Parkinson ..	Otago Carpenters and Joiners	Failing to give preference to unionists	£2, costs 6s. 6d.	Offence admitted.
Oct. 24	Inspector Hollows	John L. Hamilton ..	Dunedin General Labourers	Ditto	£1, witnesses' expenses 13s. 6d.	"
Nov. 25	Ditto ..	James Annand ..	Otago Plasterers	Failing to pay minimum wage to men employed doing rough-cast plastering	Nil ..	Inspector nonsuited, with witnesses' expenses 15s. The work in question consisted of throwing on concrete walls with shovels or scoops a mixture of cement, gravel, and lime. This was done by labourers, who were paid 1s. 1½d. per hour. The weight of evidence showed that this process adopted by defendant—which was entirely different from ordinary process of plastering—was not plasterers' work, and the Magistrate accordingly nonsuited the Inspector.

ENFORCEMENTS OF AWARDS—*continued.*

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks.
1912. Oct. 23	Inspector Hollows	Drapery Supply Association	Otago Tailors ..	Having "bespoke work" done elsewhere than in their own shop	£2, witnesses' expenses 8s. 6d.	Offence admitted.
Oct. 29	Ditto ..	Henry Lyders ..	Otago Timber-yards and Sawmills	Failing to pay award rate to a second-class machinist	£2, witnesses' expenses 8s.	,,
In the Magistrate's Court at Dunedin, before Mr. J. R. Bartholomew, S.M.						
Nov. 21	Inspector Hollows	A. E. Stewart ..	Otago Tailors ..	Employing more than the proportion of apprentices to journeymen allowed by award	10s., Inspector's expenses 13s. 6d.	Offence admitted.
Nov. 29	Ditto ..	Wardell Bros. ..	Dunedin Grocers' Assistants	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£2, costs 9s.	The Magistrate held that a breach had been committed, as the defendant's book was not in the form prescribed by the regulations made in accordance with the provisions of section 127 of the Act.
In the Magistrate's Court at Kaitangata, before Mr. J. R. Bartholomew, S.M.						
Nov. 14	Inspector Hollows	Mark Myers ..	Otago Shop Tailoresses	Employing more than the proportion of apprentices to journeywomen allowed by award	10s. ..	Offence admitted.

In the Magistrate's Court at Invercargill, before Mr. G. Cruickshank, S.M.

Nov. 7	Inspector Bower	Southland Sawmilling Company	Southland Timber-yards and Sawmills	Failing to pay wages on the date fixed by the award	5s. ..	Offence admitted.

In the Magistrate's Court at Bluff, before Mr. G. Cruickshank, S.M.

Oct. 1	Inspector Bower	John Oliver ..	Southland Butchers	Failing to pay minimum wage to a boy	1s. ..	The defendant had paid the boy 7s. 6d. per week instead of the award rate of 15s., but the Magistrate took a lenient view of the breach, as the evidence showed that the boy had been employed only a few hours per day.
Nov. 5	Ditto ..	John Mill and Co. (Limited)	Bluff Waterside Workers	Employing less than four men shovelling coal in ship's hold	1s., witnesses' expenses £1 5s. 6d.	Defendants had employed only two men, but as the quantity of coal handled was small the Magistrate considered that a small fine would meet the case.

NORTHERN INDUSTRIAL DISTRICT.

In the Magistrate's Court at Warkworth, before Mr. E. Rawson, S.M.

Nov. 27	Inspector Göhns	Pulham and Sons ..	Auckland Butchers (country)	Failing to pay minimum wage to a journeyman	£2, mileage 5s., witnesses' expenses £1 1s., Inspector's costs, 10s.	Offence admitted.
..	Ditto ..	,, ..	Ditto	Failing to give preference to unionists	£2, Inspector's costs 10s.	,,
..	.. ..	Roke Bros.	Auckland Timber-workers	Failing to pay wages at not longer intervals than half-monthly	£10, mileage 4s.	Defendants paid the full amount of penalty claimed (£10) into Court before the case was heard, and the Magistrate therefore gave judgment for that amount.

ENFORCEMENTS OF AWARDS—*continued.*

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks.
1912.	*In the Magistrate's Court at Auckland, before Mr. C. C. Kettle, S.M.*					
Dec. 12	Inspector Göhns	D. Reid	Auckland Butchers	Failing to pay minimum wage to a general hand	£2, witnesses' expenses 19s.	Offence admitted.
,,	Ditto ..	,, ...	,,	Making wilfully false entries in his wages and overtime book contrary to section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£10, Court costs 7s.	Offence admitted. The Magistrate held that the offence was a serious one. Defendant had paid the worker mentioned in the case above £2 5s. per week, but had entered that he paid him £2 10s.
,,	,, ..	C. McManus ..	Auckland Hotel Workers	Engaging a barman without first applying to the secretary of the union to supply him with the required worker	Nil ..	Dismissed, owing to conflict of evidence.
,,	,, ..	T. Marwick.. ..	Ditto	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£5, Court costs 7s.	Offence admitted.
,,	,, ..	J. H. Adams ..	Auckland Plumbers	Failing to notify the secretary of the union of the engagement of a non-unionist within twenty-four hours thereof	10s. ..	Defendant did not appear in Court.
,,	,, ..	W. Young and Co. ..	Auckland Tailors	Having bespoke work done elsewhere than on their own premises	£5 ..	Offence admitted.

In the Magistrate's Court at Otahuhu, before Mr. E. C. Cutten, S.M.

Dec. 13	Inspector Göhns	John Hall	Auckland Butchers	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£1, Court costs 7s.	Offence admitted.
,,	Ditto ..	Banner and Co. ..	Auckland Painters	Failing to pay minimum wage	£2, witnesses' expenses 11s. 8d.	Defendant had employed a labourer to do priming-work, and contended that this was not painters' work. The Magistrate, however, held that it was painters' work, and should be paid for at the minimum rate provided for such.

TARANAKI INDUSTRIAL DISTRICT.

In the Magistrate's Court at Inglewood, before Mr. Kenrick, S.M.

Dec. 12	Inspector Slaughter	T. W. Rolston ..	Taranaki Tailors and Tailoresses	Employing more than the proportion of female apprentices to journeywomen allowed by award	£2, Court costs 15s., Inspector's costs 4s. 6d.	Offence admitted.

WELLINGTON INDUSTRIAL DISTRICT.

In the Magistrate's Court at Napier, before Mr. S. E. McCarthy, S.M.

Dec. 10	Inspector Jackson	John Griffin ..	Napier Builders and General Labourers	Failing to pay award rate to a worker employed in connection with the construction of a scaffold	£2 ..	Offence admitted.
Dec. 3	Ditto ..	F. L. Gordon ..	Wellington Shearers	Allegedly discriminating against one Hawkins, a member of the union, by refusing to employ him without giving any reasons as to misconduct, &c., for doing so	Nil ..	Dismissed (for full report see page 1091).

ENFORCEMENTS OF AWARDS—*continued.*

Date of Decision.	Name of Plaintiff.	Name of Defendant.	Award or Industrial Agreement.	Offence.	Penalty.	Remarks.
1912.			*In the Magistrate's Court at Wanganui, before Mr. W. Kerr, S.M.*			
Dec. 17	Inspector Moston	N. MacKenzie Forbes	Wanganui Hotel Workers	(1.) Employing a male assistant more than 62 hours per week without notifying the Inspector of such extended time worked (2 cases). (2.) Failing to notify the secretary of the union in writing of the engagement of a non-unionist. (3.) Failing to keep a time and wages book	10s. in each of first three cases, £1 in fourth case	Offences admitted.
			In the Magistrate's Court at Wanganui, before Mr. A. Page, S.M.			
Dec. 3	Inspector Moston	A. Smith	Wellington Drivers (country)	Failing to give preference to unionists	Nil ..	Dismissed. The Magistrate held that the evidence did not disclose that the unionists available were equally competent with the non-unionist engaged to do the work required.
			In the Magistrate's Court at Palmerston North, before Mr. A. D. Thomson, S.M.			
Dec. 16	Inspector Culver	C. W. Blackburn ..	Palmerston North Carpenters	Failing to notify the secretary of the union in writing of the engagement of a non-unionist with twenty-four hours thereafter (2 cases)	£3, to cover both cases	Defendant did not appear in Court.

Dec. 23	Ditto ..	F. Prentice ..	Wellington Farriers and General Blacksmiths (country)	Failing to notify the Inspector of Factories of the taking-on of an apprentice within one week after the latter's probation period had expired	£2 ..	Ditto.

In the Magistrate's Court at Wellington, before Dr. A. McArthur, S.M.

Dec. 10	Inspector Carmody	J. R. Burley ..	Wellington Grocers' Assistants	Failing to pay award rates to a youth	£3 ..	Offence admitted.
Dec. 13	Inspector Bailey	Barber and Co. ..	Wellington Butchers	Failing to keep a wages and overtime book as required by section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	Nil; breach recorded only with Court costs 7s.	The Magistrate held that the breach was not deliberate but due merely to carelessness, and therefore recorded a conviction only.
..	Ditto ..	A. Levy	Wellington Tailoresses	Making wilfully false entries in wages and overtime book contrary to section 58 of the Industrial Conciliation and Arbitration Amendment Act, 1908	£3, costs 7s.	Defendant had obtained overtime permits for girls under fictitious names, and had then entered the names in the wages and overtime book.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

In the Magistrate's Court at Dunedin, before Mr. H. Y. Widdowson, S.M.

Nov. 26	Inspector Barton	C. F. McDonald ..	Otago Plasterers	Failing to pay award rate to a labourer employed on plastering-work	Nil ..	Dismissed, as the Magistrate held the evidence was insufficient to show that the class of work done by the labourer was plastering-work.
Dec. 19	Inspector Hollows	William Crossan ..	Otago Hotel Workers	Engaging a worker without first applying to secretary of union to supply him with one	10s. ..	Offence admitted.

WELLINGTON INDUSTRIAL DISTRICT.

(2709.) HAWKE'S BAY FISHERMEN—AGREEMENT *RE* STEAM TRAWLERS "SAVAII," "FAIRY," AND "PANIA."

This industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, and an award of the Arbitration Court dated 14th September, 1911, this 12th day of December, 1912, between the New Zealand Trawling and Fish-supply Company (Limited) (hereinafter termed "the employer") and the Hawke's Bay Fishermen's Industrial Union of Workers (hereinafter termed "the union"), whereby it is mutually agreed by and between the employer and the union as follows:—

Application of Agreement.

1. *Application of Agreement.*—It is agreed between the abovementioned parties that the following rates, methods of payments, and conditions of work shall apply to men employed on the steam trawlers, "Savaii," "Fairy," and "Pania."

Wages and Conditions of Commission.

2. *Wages and Commission.*—Captains, £1 12s. 6d., and 8¾ per cent. commission, per week; engineers, £1 12s. 6d., and 8¾ per cent. commission, per week; deck hands, £1, and 8¾ per cent. commission, per week; boys, £1 10s., and 2½ per cent. commission, per week (on each vessel).

Hours of Work.

3. *Hours of Work.*—The hours of work shall be regulated by the employer, but the week's work shall terminate by 5 p.m. on Friday in each week.

Payment for Night-work.

4. *Payment for Night-work.*—In the event of any of the crews being ordered to proceed to sea for the night, extra payment shall be made to the men for this particular work at the following rates: Captains, 8s. 4d. per night; engineers, 8s. 4d. per night; deck hands, 8s. 4d. per night; boys, 5s. per night (on each vessel).

Payment for Slip Work.

5. *Payment for Slip Work.*—When trawlers are laid up on slip for repairs, &c., the following extra rates shall be paid while work of this nature is being carried out: Captains, £1 each; engineers, £1 each; deck hands, £1 10s. each; boys, 10s. each.

Basis of Commission.

6. *Basis of Commission.*—The basis of commission shall be taken on the gross catch.

Shrinkage.

7. A shrinkage shall be deducted from flat fish only at the rate of 8 per cent.

Weights of Bundles.

8. *Weights of Bundles.*—The weights of bundles of fish shall be—Flat fish, 4 lb. per bundle; round fish, 9 lb. per bundle; gurnet, 10 lb. per bundle.

Rates per Bundle.

9. *Rates per Bundle.*—The rates for calculating the amounts of commission payable to the crews shall be—Round fish, 7d. per bundle; flat fish, 9d. per bundle.

Payment of Wages.

10. *Payment of Wages.*—Wages shall be paid weekly on each Friday, and between the hours of 4 o'clock and 5 o'clock in the afternoon.

Statement of Wages.

11. *Statement of Wages.*—Statements showing the amounts due to each man and the quantities of the catch shall be given to the captains in charge of the trawlers when wages are being paid, for the benefit of the crews.

Repairs to Nets.

12. *Repairs to Nets.*—Ordinary repairs to trawling-nets shall be undertaken and performed by the crew on each vessel.

General Provisions.

13. *General Provisions.*—The employment of a worker may terminate on either side by giving twenty-four hours' notice.

Classification.

14. *Classification.*—The steam trawlers "Savaii," "Fairy," and "Pania" shall be classed as third-class trawlers, and shall carry crews of not less than four hands each. (In this clause the word "crews" shall include the captains and engineers.)

Holidays.

15. *Holidays.*—The following shall be the holidays: New Year's Day, Good Friday, Christmas Day, Easter Monday, Boxing Day, Sovereign's Birthday, Labour Day, second day of the Hawke's Bay Agricultural October Show, and Saturday in lieu of Sunday. All work done on Good Friday, Christmas Day, and day in lieu of Sunday (Saturday) to be paid at the following rates: Captains

and engineers, 2s. 6d. per hour each; deck hands, 2s. per hour each; boys, 1s. 6d. per hour each. All other holidays—Captains and engineers, 1s. 9d. per hour each; deck hands, 1s. 6d. per hour each; boys, 1s. per hour each (in addition or extra to clause 2 hereof on each vessel).

Power to substitute Sunday for Saturday.

16. On application of the employer, at the request of the crews, permission may be given by the secretary of the Hawke's Bay Fishermen's Union to substitute Sunday in lieu of Saturday as the holiday or day off. (All work done on the Sunday when substituted for Saturday shall be paid according to the rates for Saturday in clause 15 hereinbefore mentioned.)

Preference.

17. *Preference.*—If and so long as the rules of the union permit any person of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, employers in the engagement of crews shall employ members of the union in preference to non-members, provided there are members available equally competent with non-members to perform the particular work required to be done, and ready and willing to undertake it.

Engagement of Crews or Portion.

18. *Engagement of Crews.*—The employers when engaging crews or portion thereof shall make application to the secretary of the union for any unionist available.

No Discrimination.

19. *No Discrimination.*—Employers shall not discriminate against members of the union, and shall not in the engagement or dismissal of workers or in the conduct of their business do anything to injure the union, either directly or indirectly.

Workers' Compensation for Accidents Act.

20. *Workers' Compensation for Accidents Act, 1908–1911, and its Amendments.*—The employer undertakes that, in future, policies of insurance under this heading shall have a clause inserted that will cover risk incurred by employees working under this agreement.

Term of Agreement.

21. *Term of Agreement.*—This agreement shall come into operation on the 12th day of December, 1912, and shall continue to the 12th day of June, 1913, inclusive.

Dated at Port Ahuriri, Napier, this 12th day of December, 1912.

The seal of the Hawke's Bay Fishermen's Industrial Union of Workers was hereunto affixed by order of the union, and the signatures of—

PHILIP HY. JENKINS, President,
DENNIS McCARTHY, Secretary,

were hereunto subscribed in the presence of—Walter Eastick, captain, Napier.

THE NEW ZEALAND TRAWLING AND FISH-SUPPLY COMPANY (LIMITED),
A. H. FENTON, Secretary.

On behalf of the New Zealand Trawling and Fish-supply Company (Limited), in presence of—R. S. Alward.

The signature of the New Zealand Trawling and Fish-supply Company (Limited) was attached in the presence of—R. S. Alward, Port Ahuriri.

(**2710.**) NAPIER DRIVERS.—ENFORCEMENT OF AWARD.

In the Magistrate's Court at Napier.—Tuesday, the 10th December, 1912.—Before Mr. S. E. McCarthy, S.M.—John Williams *v.* Barry Bros. (Limited).—Claim for £12 8s. 6d., being £2 8s. 6d. in respect of a week's wages in lieu of notice, and £10 general damages for wrongful dismissal.—Mr. H. J. Ferguson for the plaintiff; Mr. H. B. Lusk for the defendants.

Where an award contains a provision for paying overtime wages calculated at higher rates than those ordinarily prevailing in the particular calling for work during the ordinary hours, in those cases where the worker is called on to work overtime, the decision whether or not overtime is to be worked rests with the employer and not the worker, and so long as the hours to be worked are not unreasonable the employer can call on his employees, who are subject to the award, to work overtime, being, of course, liable to pay them overtime rates.

Where, therefore, a worker refuses to obey a reasonable order to work overtime he is liable to instant dismissal, and, if he is dismissed, such dismissal is justifiable.

JUDGMENT OF THE MAGISTRATE.

THE case was heard on the 4th instant, when judgment was reserved, and is now given as follows:—

Plaintiff is a carter in the employ of the defendant company, and both he and the company are bound by the Napier Drivers' award (Book of Awards, Vol. xii, p. 535). This award fixes the hours for working, and gives the employer reasonable discretion in selecting the particular hours when work may be carried on, so long as the maximum hours fixed for any one day or week are not exceeded. (See clauses 1 and 6.) The award further makes provision for the payment of overtime should overtime be worked.

The defendant company, amongst other lines of business, are vendors of coal, which they deliver by means of horses and drays. Some time before the 30th August last employer and employed had mutually fixed the knock-off time at 5 o'clock p.m., and on that day, just about that hour, the defendant company's yard-manager asked plaintiff to deliver a load of coal to the trawler "Beatrice." Plaintiff admitted he could have delivered the coal and been back at the defendant's yards in a little over half an hour. For this work the defendant company do not dispute they would have been liable to pay overtime. Plaintiff, however, refused to comply with the manager's order. The yard-manager then told plaintiff he would endeavour to make other arrangements, and rang up the company's head office, whence he received instructions to insist on plaintiff carrying out the order which had been given him. The yard-manager again requested plaintiff to deliver the coal, and plaintiff again refused, accompanying his refusal with some not very polite language. The plaintiff was then tendered £1 5s., being slightly more than his wages to date, and was dismissed. Plaintiff refused to take less than a week's wages; but a few days later he called at the company's head office, accepted his wages to the date of dismissal, and asked for reinstatement, a request which was refused.

Plaintiff's contention is that he can please himself in the matter of working overtime, and that if he refuses to work overtime such refusal is not a justification for dismissal.

The contrary view was expressed by the company's yard-manager at the time of plaintiff's dismissal. His view is that the defendant company under the award can work their employees as often and as long as it likes as long as it pays overtime wages. This was plaintiff's account of the manager's claim, and it was not contradicted in evidence, although it did not appear whether that was the matured view of the defendant company's officials.

Now, between these two extreme contentions—the one disclosing the extreme view from the worker's standpoint and the other disclosing the extreme view from the employer's standpoint—there is a middle course, which is the more excellent way, and is, I believe, the law of this Dominion for all those subject to the award now under review. The employer is in all these matters the dominant controlling force. He has to run the risk of loss, and is, subject to the award, entitled to control his business along reasonable lines with a view to ultimate profit.

It is the duty of the worker, subject also to the provisions of the award, to obey. In every business or calling there arises from time to time emergencies which call for prompt action and necessitate the working of overtime, and when the occasion arises it is for the employer and not the worker to decide whether overtime has or has not to be worked, and if the employer *bona fide* arrives at a decision to work overtime, it is for the worker to obey so long as the hours of overtime asked to be worked are not unreasonable, and overtime rates are paid. What are and what are not unreasonable hours must depend on the particular calling and the particular occasion, and the ultimate decision on this point rests not with the employer or the worker, but with the appropriate tribunal. The necessity for working overtime will, in a well-regulated establishment, be merely occasional. When that necessity becomes chronic one or other of three things, or a combination of them, will have happened: (*a*) The workers may have become indolent or indifferent; (*b*) the supervision and general management may have become weak and ineffective; and (*c*) there may be need for an increase of the staff. In any event it will not be justifiable for an employer, merely because he is bound to pay overtime wages for overtime worked, to bring his employees to the verge of exhaustion by working them unreasonable hours on pain of dismissal. It is not the law of this Dominion that human beings, whether employer or employed, may be driven like dumb cattle by the sting of the lash.

In the present case the order given was reasonable, and plaintiff's refusal to obey constituted the justification for his dismissal. (See clause 10.)

Judgment will be recorded for the defendant company, together with costs.

(**2711.**) WELLINGTON SHEARERS.—ENFORCEMENT OF AWARD.

In the Magistrate's Court at Napier.—Tuesday, the 10th December, 1912.—Before Mr. S. E. McCarthy, S.M.—John Jackson (Inspector of Awards) *v.* Fred Gordon.—Claim for £20, wherein plaintiff alleged that defendant, being an employer bound by the Wellington Shearers' award (Book of Awards, Vol. xi, p. 417), Wellington Industrial District, did discriminate against one Samuel Hawkins, a worker bound by the said award, because the said Samuel Hawkins was a member of the New Zealand Shearers' Industrial Union of Workers, being a breach of the said award.—The Inspector in person; Mr. P. S. McLean for the defendant, who pleaded "Not guilty."

(1.) In an action to recover a penalty against an employer for discriminating against a unionist it is essential to prove that defendant knew the worker alleged to have been discriminated against was a unionist at the time the employer either refused or dismissed him from employment.

(2.) The intention to discriminate may be proved by overt acts of the defendant reasonably suggesting an intention to discriminate. Under clause 20 of the award (Book of Awards, Vol. xi, p. 417), an employer may discriminate between unionists and non-unionists, and also between unionists and unionists, but may not discriminate against a unionist.

(3.) Where the shearer alleged to have been discriminated against fails to be ready to start work on the day contracted for, the employer is justified in dismissing him; but if the employer admits that such failure was not the operating cause in bringing about such dismissal, the latter will not be a factor in disproving a charge of discriminating against a unionist.

(4.) Where the employer does his shearing by means of Maori shearers, the mere fact that one of these shearers is living in illicit relations with a white woman whom he has married according to Maori custom is not sufficient ground for refusing to employ such shearer, such illicit relations being common amongst persons of the Native race.

(5.) Where an award reasonably calls for interpretation, or when the employer who has dismissed the worker fails to give him any reason therefor, the worker having previously been engaged by the employer's agent, and the employer is sued for a penalty, the claim alleging a breach of the discrimination clause, and the defendant succeeds, no costs will be allowed against the Inspector of Awards.

JUDGMENT OF THE MAGISTRATE.

THE case was heard on the 3rd instant, when judgment was reserved, and is now given as follows:—

The plaintiff herein, who is an Inspector of Awards for the Provincial District of Hawke's Bay, has proceeded against the defendant with a view of recovering a penalty of £20, alleging a breach of clause number 20 of the Wellington Shearers' award (Book of Awards, Vol. xi, p. 417), which reads as follows:—

"No employer shall in the engagement or dismissal of men discriminate against members of the union, nor do anything for the purpose of injuring the union, whether directly or indirectly: Provided that nothing in this award shall interfere with the right of any employer to discharge any shearer at any time for such incompetence or misconduct as would justify such discharge under general law."

Attention must also be directed to clause 1, which provides that "subject to the provisions of this award the employer shall have full control of the shearing operations"; also to clause 3, which provides that "no shearer shall be absent from work without leave, except on proper and reasonable grounds"; and to clause 21, which provides that "when members and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony, and shall receive equal pay for equal work." Further, it must be observed the award contains no preference clause.

The facts are, briefly, that defendant is an employer bound by the Wellington Shearers' award, whilst one Samuel Hawkins is a shearer also bound by that award, Hawkins is, and was during the whole of October last, and still is a member of the New Zealand Shearers and Woolshed Employees' Industrial Union of Workers, which is a party to the award. The defendant had, before October last, authorized one Piki Waerea to engage shearers and shed hands for his Clifton Station, within the Wellington Industrial District, work to commence on the 18th October last. Piki Waerea had two years previously been instructed by defendant not to engage any of the Hawkins family. Samuel Hawkins was one of the family so banned by defendant and was not aware of this instruction. A number of other employers bound by the award would not employ Samuel Hawkins. Piki Waerea, doubtless overlooking the defendant's instructions, employed Samuel Hawkins as a shearer for defendant, informing him that shearing would, weather permitting, start at the defendant's station on Friday, the 18th October then current. Hawkins accepted employment on these terms.

Samuel Hawkins deposed that clause 3 of the award is never strictly enforced as to the day fixed for commencing shearing operations, and shearers only commence to turn up on the day appointed, and continue so doing for a few days thereafter. Hawkins further deposed he was in defendant's shearing-shed on the 19th October. Defendant, on the other hand, is just as positive that Hawkins did not put in an appearance till the 21st October. Hawkins's evidence was attempted to be corroborated by the production of a letter written by a man whom plaintiff neither subpœnaed nor called. Apart from this letter, Hawkins was relying on his recollection, whilst defendant's memory was refreshed by reference to an entry in a book which seemed to have been regularly and faithfully kept. I prefer to rely, on this point, on the evidence of defendant rather than that of Hawkins. However, the point is immaterial, because Hawkins admits he did not start work on the 18th.

It was conclusively proved that Hawkins was an expert shearer, though he bears a reputation for the rough handling of sheep. Of this, however, there was no satisfactory proof. Hawkins is a Maori, and, according to Maori custom, has lived as man and wife with two successive white women. These illicit connections are not recognized by the law of New Zealand—see Rex *v.* Wairemu Kingi (12 Gazette Law Reports, 175)—though common between Natives.

Defendant, on either the afternoon or evening of the 17th October, got into his shed a number of sheep wherewith to start shearing on the following day. There is no proof these sheep were on the 18th October unfit to shear. I shall find they were fit to shear. Owing to no shearers turning up according to contract on the 18th October these sheep had to be released, and on the 18th October there fell 60 points of rain. It is important that shearers should be ready to start work on the appointed day, as if wet weather ensues there is a great delay in shearing and consequent expense to the employer. The defendant says he did not turn up on the day appointed on account of rain, which would have meant starting work with wet clothes. The answer to this is that, assuming it is important for those shearing to work only in dry clothes, as I have no doubt it is, shearers should travel with a change of clothing. When Hawkins presented himself to defendant the latter refused to employ him, dismissed him from his employment, and declined to give any reasons. At this juncture there is no proof that defendant knew Hawkins was a member of any union. Indeed, Hawkins does not suggest he told defendant he was a unionist. Defendant's real reasons for declining to accept Hawkins's services were—(*a*) By reason of his reputation for the rough handling of sheep; (*b*) by reason of his custom of living in concubinage with white women, which defendant said was likely to give an immoral tone to his sheds. There was, however, on the other hand, no proof of what precautions (if any) are taken in defendant's shed to keep, in the case of Maori shearers and shed hands, the two sexes apart. These two reasons were not disclosed till defendant entered the witness-box. When Hawkins did appear there were five shearers working in defendant's shed, which accommodates only six. The sixth place was being reserved for Piki Waerea, who, however, did not put in an appearance till the 28th October. Defendant admitted that he would have overlooked Hawkins's non-appearance at the appointed time, and his sole reasons for dismissing Hawkins were those already detailed.

Defendant raised three defences, namely: (*a*) That there was no proof that defendant knew Hawkins to be a unionist; (*b*) that, assuming there was such proof, there was no proof that defendant's conduct amounts to discriminating against Hawkins because he was a unionist; (*c*) assuming both these points in plaintiff's favour, defendant was justified in refusing Hawkins employment because he did not attend at defendant's shed till after the stipulated time for starting shearing operations. There were further points developed by the evidence, namely: (*a*) Whether shearers have by custom a number of days of grace, more or less indefinite, after the time fixed for starting work; (*b*) whether defendant was justified in his refusal to employ Hawkins by reason of the latter's illicit connections with white women.

Let us take these points in their order.

(*a*.) There was not even the vestige of an attempt to prove that when defendant refused to ratify Piki Waerea's engagement of Hawkins the defendant knew Hawkins was a unionist. The bearing of this defect in the evidence will be made apparent when we deal with the next contention.

(*b*.) Coming to the second point, to discriminate generally is (*inter alia*) "to make a difference in treatment or favour of one as compared with others: as to discriminate in favour of one's friends; to discriminate against a special class" (see Webster's New International Dictionary, 1910 edition, page 637). Now, in applying this definition to clause 20 of the award one must bear in mind other clauses of the award, as, for example, the 1st and 21st clauses, and also that the award contains no preference clause, and that provision is made for unionists and non-unionists working together in harmony. Even when there is a preference clause, the employer is justified in special cases in employing a non-unionist: *In re* Letterpress Printers' Machinists' Award (Book of Awards, Vol. viii, p. 461); Inspector *v*. Empire Box Company (Book of Awards, Vol. ix, p. 650); Inspector *v*. Co-operative Meat Company (Book of Awards, Vol. viii, p. 535). In the present case I am of opinion, notwithstanding clause 20, that employers may, with a view to inducing the most competent and trustworthy workers to join their employment, discriminate not only between one unionist and another, but also between unionists and non-unionists. Clauses 1 and 21 are ample justification for this view. What is prohibited is discriminating not between but against a unionist, merely because he is a unionist. A unionist is not to be penalized; he is not to be refused engagement or dismissed from employment on account of his status, merely because his employer may hold strong views or entertain prejudices on the subject of unionism. Now, in order to make out a case of discrimination against a unionist on the part of an employer, there has usually to be put in evidence a number of overt acts reasonably suggesting the inference that the employer had discriminated against a particular unionist or unionists. A man's intentions are to be proved by what he says and does. Employers are, taking them as a whole, neither so frank nor so simple as to blurt out that their refusal to employ or their reason for dismissal is because the suggested worker is a unionist.

Such overt acts might be as follows: (1) Knowledge on the part of the employer that the particular worker is a unionist; (2) expressions of opinion by the employer against unionism and unionists; (3) refusal to employ, or dismissal of, a particular unionist without alleging a reason, or alleging an insufficient. Proof of such facts would, in my opinion, make out a *prima facie* case of discrimination. The facts would, of course, differ in different cases; but however variable the rest of the factors may happen to be there is one constant factor in every alleged case of discrimination, and that is either knowledge or a reasonable degree of suspicion on the part of the employer that the worker or workers refused employment or dismissed are unionists. If this element is wanting, how can it be said that the employer has discriminated against unionists? All that was in proof in the present case was that Hawkins was a unionist, that he was an expert shearer with a reputation for rough handling of sheep, that he was living in immoral relations with a white woman, that he was employed as a shearer for defendant by the latter's agent, and that defendant would not employ him and refused to give reasons. Here, in the absence of proof that defendant knew Hawkins to be a unionist, there is no case of discrimination. The decision on this point really ends the matter, but a decision on the other points raised may prevent further litigation.

(*c.*) Coming, then, to the third ground, we are to ask and determine the question whether defendant was justified in refusing to engage Hawkins by reason of his failure to present himself for employment on the appointed day. We can take this and the point as to suggested days of grace together. Defendant admitted that the point as to the failure of Hawkins to start work on the appointed day was not present to his mind when he dismissed Hawkins, and did not influence him in dismissing Hawkins. This omission to press the point at the time of dismissal is not, in an action for wrongful dismissal, a waiver, and in such an action the point may be pressed if the fact existed at the date of dismissal. Keeping in view the general law, the provisions of the award, and the dependability of shearing operations on weather-conditions, I am of the opinion the defendant was justified, as between Hawkins and himself, in refusing to employ Hawkins by reason of his failure to start work on the appointed day. The mere fact that the day was wet does not excuse Hawkins. Defendant had dry sheep ready for shearing; Hawkins had agreed to be at the shed on the 18th October, and it was his duty to be there. The plaintiff failed to establish the existence of any custom overriding the general law. All that was put in evidence was Hawkins's loose ideas on the matter of complying with his contracts. I am, however, of the opinion that the mere fact that defendant was justified in dismissing Hawkins does not of itself constitute disproof of discrimination against him. Proof of that offence is mainly a matter of intention, and if defendant admits that the failure to start work on the appointed day was not a factor in bringing about the refusal to employ, was not indeed then present to his mind, he certainly cannot rely on it as a factor in disproving any alleged discrimination against Hawkins.

(*d.*) With reference to defendant's suggested reason for refusing to employ Hawkins on account of his illicit marital connections with white women, defendant was employing Maori shearers, and such connections are common amongst the Native race. Defendant's regard for the morals of his shearers may be laudable, but does not constitute a valid reason for refusing to comply with his contract with Hawkins.

For the foregoing reasons judgment is recorded for defendant.

I have considered the question of costs, but I am of opinion no costs should be allowed, for two reasons—first, the discrimination clause reasonably calls for interpretation; and, secondly, defendant's conduct in refusing to give Hawkins his reasons for refusing to ratify his engagement called for inquiry. Doubtless sheepowners are, subject to the provisions of the award, to have full control of their shearing operations. Nevertheless neither they nor their workers are absolute. Awards must be given effect to.

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(**2712.**) POVERTY BAY BAKERS AND PASTRYCOOKS.—ACCEPTED RECOMMENDATION OF CONCILIATION COUNCIL.

In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Operative Bakers and Pastrycooks' (Gisborne Branch) Industrial Union of Workers, applicants, and the following respondents:—

Clare and Sons, Gladstone Road, Gisborne.
Clayton, F., Te Karaka, Gisborne.
Doull, J., Gladstone Road, Gisborne.
Eckford, J., Tokomaru Bay, East Coast, Gisborne.
Erskine, James, Waerenga-a-hika, Gisborne.
Fiddy and George, Gladstone Road, Gisborne.
Harris, —, Matawai, Gisborne.
Johnston, J. R., Tokomaru Bay, East Coast, Gisborne.
Neil, —, Matawai, Gisborne.
Oatridge, F. J., Whautaupoko, Gisborne.
Wooton, Alfred, Tolaga Bay, East Coast, Gisborne.
Wooton, S., Gladstone Road, Gisborne.

RECOMMENDATION.

Hours of Work.

1. (*a.*) The hours of work for bakers and pastrycooks shall not exceed forty-eight in any one week.

(*b.*) Subject to the special provisions hereinafter contained, the daily hours of work shall be regulated by each employer from time to time according to the requirements of his business, but so that any time worked in excess of nine hours on the first five working-days of the week and ten hours on Saturdays by any worker shall be reckoned and paid for as overtime, whether or not such worker shall have worked forty-eight hours in that week.

(*c.*) The hour for starting work shall be not earlier than 4 o'clock a.m., except on Saturdays and the day immediately preceding a public holiday, when it may be one hour earlier—namely, 3 o'clock a.m. In the event of a double holiday work may commence two hours earlier—namely, 2 o'clock a.m. Where employers have country deliveries, or have to forward bread by country coaches, they may start work at 3.30 a.m.

(*d.*) No workman shall work longer than four hours and a half without a meal, and that half an hour be allowed for same.

(*e.*) Time for sponging and doughing to be deducted from the day's work; not less than one hour to be allowed for same.

Wages.

2. (*a.*) The minimum wages for journeyman bakers and pastrycooks shall be as follows: Foremen, £3 5s. per week; other hands, £2 15s. per week.

(*b.*) All time lost by a worker through his own default without personal misconduct shall be deducted *pro rata* from his wages for that week.

(*c.*) All time lost by any worker through his personal misconduct may be deducted from his wages at the rate of time and a quarter.

(*d.*) A jobber shall be paid at the rate of not less than 10s. per day of eight hours. He shall be paid not less than a half-day's wages in any event. If he is employed for more than four hours, he shall be paid not less than 1s. 3d. per hour up to the full day of eight hours, and after that he shall be paid overtime at the rates mentioned in clause 3 hereof.

(*e.*) When the employer is himself substantially engaged in doing the actual work of a foreman in his own bakehouse he shall be classed as such, and he shall take an equal share of sponging with his men, or, if he elects not to do sponging, he shall pay the worker who does it for his time. That no man be later in the bakehouse than 8 p.m. for the purpose of sponging.

Overtime.

3. (*a.*) Overtime shall be paid as follows: Foreman at the rate of 2s. per hour, journeyman at the rate of 1s. 6d. per hour, till 10 p.m. All work to cease between 10 and 12 p.m.

(*b.*) If any employer shall require any of his workers to start work at an earlier hour than that prescribed in clause 1, subclause (*c*), hereof, he shall pay such worker overtime at the rate of double time for all time worked between midnight and the hour prescribed for starting work, and such overtime shall be paid notwithstanding a full day's work shall not be worked by the particular worker who is so required to start work at such earlier hour. If a jobber is required to work at an earlier hour than the hours prescribed in clause 1, subclause (*c*), hereof, he shall be paid double time for any time worked between midnight and such prescribed hours.

Unskilled Labour.

4. That no unskilled worker be allowed to assist in the operation of the making and baking of bread.

Sunday Sponging.

5. Sunday sponging to cover all statutory and public holidays.

Holidays.

6. (*a*.) Any work done on any of the following holidays shall be paid for at the rate of 3s. per hour in addition to the usual weekly wages: New Year's Day, 2nd January, Show Day, Good Friday, Easter Monday, Prince of Wales's Birthday, Sovereign's Birthday, Christmas Day, Boxing Day. Any work done on Labour Day shall be paid for at the rate of 1s. 9d. per hour in addition to the usual weekly wages.

(*b*.) When any holiday shall be generally observed in any city or town on any day other than that prescribed hereby, the provisions of this award shall apply to such substituted holiday in such city or town.

Rate of Pay for Sunday Work.

7. Rate of pay for Sunday work to be 3s. per hour in addition to usual wages.

Payment of Wages.

8. That all wages shall be paid weekly, in the bakehouse, on Saturdays, within fifteen minutes of leaving off work.

Apprentices.

9. (*a*.) Any employer taking an apprentice shall be deemed to have undertaken the obligation which he agrees to perform as a duty enforceable under this award of teaching such apprentice the trade, and shall pay such apprentice not less than the undermentioned rate of wages: For the first six months, 12s. 6d. per week; second six months, 15s. per week; third six months, 17s. 6d. per week; fourth six months, £1 per week; fifth six months, £1 2s. 6d. per week; sixth six months, £1 5s. per week; seventh six months, £1 7s. 6d. per week; eighth six months, £1 10s. per week; fifth year, £2 per week. Term of apprenticeship, five years.

(*b.*) Where an apprentice has to board with an employer the sum of 7s. 6d. per week shall be allowed for the first year's board, 10s. per week for the second year's board, 12s. 6d. per week for the third year's board, and 15s. per week for the fourth year and after.

(*c.*) The period of apprenticeship shall be for five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship.

(*d.*) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice, he shall give him a certificate for the time served, and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the original employer: Provided that it shall not be obligatory upon the employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(*e.*) If an employer shall from any cause beyond his control be unable to fulfil his obligation to an apprentice, it shall be lawful for such an apprentice to complete his term with another employer, and such employer may take and employ such apprentice notwithstanding he has the full number of apprentices allowed by this award.

(*f.*) An employer taking an apprentice shall give notice thereof, and the name of the apprentice, to the Inspector of Factories within one month after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(*g.*) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(*h.*) When an apprentice is discharged for cause the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories.

(*i.*) Every employer shall be allowed to have one apprentice whether he employs any journeyman or not. If an employer employs more than two journeymen he shall be allowed two apprentices, but not more than two apprentices shall be allowed in any one bakehouse.

(*j.*) Existing arrangements with or relating to apprentices now serving under indentures shall not be affected by anything herein contained.

Carters.

10. A carter shall not be employed in any bakehouse in connection with the manufacture of any goods in the baking trade, but a baker may deliver bread so long as he does not work more than the prescribed hours.

Under-rate Workers.

11. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed on the application of such worker, after due notice to the union, by the local Inspector of Awards, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period, not exceeding six months, as such Inspector or person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer before employing a worker at such lower wage to examine the permit or agreement by which such wage is fixed.

Preference.

12. (*a.*) Each employer shall have the right to engage any worker he chooses, but if the worker so employed shall not be a member of the union, such worker, within two weeks from the date of his engagement, shall become and remain a member of the union.

(*b.*) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(*c.*) The names of all workers so engaged shall be given by the employer to the secretary of the union when asked for by him.

(*d.*) Nothing herein contained shall prevent the continued employment of workers now in the employment of any employer although such workers may not be or become members of the union.

Dispute Committee.

13. (*a.*) As soon as practicable after the coming into operation of this award, a committee shall be appointed consisting of two members appointed by the master bakers, two members appointed by the operative bakers, and the Inspector of Awards for the time being in office in the district, who shall act as chairman of the committee.

(*b.*) All disputes arising between the workers' union and any employer as to the interpretation of any of the provisions of this award, or the proper classification of any employer [employee] or employees of any employer who is a party to this award, shall be referred to the said committee for settlement, and the decision of such committee, in each and every case referred to it, shall be final and binding on all the parties interested in such dispute.

Board and Lodging.

14. Workers may be boarded and lodged on the employer's premises at a rate not exceeding 15s. per week.

Strikes.

15. (*a.*) The union shall do all in its power to prevent any strike by any of the workers affected by this award, and if any strike shall occur in which any members of the union shall take part such strike shall be *prima facie* evidence that the union has committed a breach of its duty hereunder.

(*b.*) If any strike by any of the workers affected by this award shall occur in which any members of the union shall take part, then the operation of all the provisions contained in the foregoing clauses of this award shall be suspended, and in lieu thereof the following provision shall come into force, and shall remain in force until the further order of this Court, that is to say: The hours of work, wages, and other conditions of work of all workers coming within the scope of this award shall be fixed by agreement between the employer and the individual workers employed by him.

(*c.*) The Court reserves leave to any party bound by this award to apply to this Court for an order under this clause declaring that a strike has taken place, or bringing into force again after a strike has taken place the provisions contained in the foregoing clauses of the award.

Employment of Females.

16. No female to be allowed to work at the pastrycook trade other than packing of cakes and cleaning of fruit.

Scope of Award.

17. This award shall apply only to employers carrying on business as bakers or pastrycooks in the Poverty Bay portion of the industrial district, which is defined to be all that portion which lies on the south-east side of a line starting at the East Cape and carried along the dividing-ranges until it meets the boundary between the Northern District and the Wellington District.

Term of Award.

18. Two years, to commence as from 1st November, 1912.

T. Harle Giles,
Conciliation Commissioner.

No notice of disagreement with the recommendation herein having been filed, and the parties having been notified accordingly on the 25th day of November, 1912, the said recommendation, by virtue of section 7 of the Industrial Conciliation and Arbitration Amendment Act, 1911, has been rendered operative and enforceable as an award as from seven days after the date of such notification.

E. W. Cave,
Clerk of Awards.

(2713.) THAMES GOLD-MINERS.—NOTICE OF CONCURRENCE IN INDUSTRIAL AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1908, and its Amendments.

To the Clerk of Awards at Auckland.

Take notice that we, the Kuranui Caledonian (Limited), of Auckland, mine-owners, being employers of workers in the gold-mining industry at Thames, in the Hauraki Goldfield, hereby signify our concurrence in the industrial agreement dated the 14th day of September, 1912, made between the Thames Miners' Industrial Union of Workers of the one part and the several mining companies therein referred to of the other part, and filed in your office as No. .

Dated at Auckland, this 11th day of December, 1912.

The Kuranui Caledonian (Limited)
(By its Attorney, A. Devore).

Executed by the Kuranui Caledonian (Limited) by its attorney, Albert Devore, in the presence of—H. Gilfillan, Local Secretary.

(2714.) THAMES GOLD-MINERS.—NOTICE OF CONCURRENCE IN INDUSTRIAL AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1908, and its Amendments.

To the Clerk of Awards at Auckland.

Take notice that we, Bremner's Freehold Gold-mining Company (Limited), of Auckland, mine-owners, being the employers of workers in the gold-mining industry in the Hauraki Goldfield, hereby signify our concurrence in the industrial agreement dated the 14th day of September, 1912, made between the Thames Miners' Industrial Union of Workers of the one part and the several mining companies therein referred to of the other part, and filed in your office as No. .

Dated at Auckland, this 4th day of December, 1912.

The common seal of the Bremner's Freehold Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

[SEAL.]

R. H. Montgomery, } Directors.
Tom Vivian, }
J. W. Nichol, Secretary.

(2715.) THAMES GOLD-MINERS.—NOTICE OF CONCURRENCE IN INDUSTRIAL AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1908, and its Amendments

To the Clerk of Awards at Auckland.

Take notice that we, the Mountain King Gold-mining Company (Limited), of Auckland, mine-owners, being employers of workers in the gold-mining industry at Kuaotunu, in the Hauraki Goldfield, hereby signify our concurrence in the industrial agreement dated the 14th day of September, 1912, made between the Thames Miners' Industrial Union of Workers of the one part and the several mining companies therein referred to of the other part, and filed in your office as No. .

Dated at Auckland, this 6th day of December, 1912.

The common seal of the Mountain King Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

[SEAL.]

G. W. Basley, } Directors.
Arthur G. Daw, }
W. R. Holmes, Secretary.

TARANAKI INDUSTRIAL DISTRICT.

(2716.) TARANAKI PLUMBERS, GASFITTERS, TINPLATE, AND SHEET-METAL WORKERS.—ACCEPTED RECOMMENDATION OF CONCILIATION COUNCIL.

Taranaki Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Taranaki Federated Plumbers, Gasfitters, Tinplate, and Sheet-metal Workers' Industrial Union of Workers, applicant, and the undermentioned persons, firms, and companies, respondents:—

New Plymouth—
  Abbott, J. W., plumber.
  Egmont Plumbing Company, plumbers (W. Griffiths, manager).
  Francis, T. W., plumber.
  Jackson, L., builder.
  New Plymouth Gas Company, gasfitters (C. S. Rennell, secretary).
  New Plymouth Borough Council.
  Nixon and Nixon, plumbers.
  Smart Bros., plumbers.
  Twine, A., plumber.
  Wallath Bros., builders.
Waitara—
  Kyle, B., plumber.
Inglewood—
  Beggs, D., plumber.
  Inglewood Borough Council
  Smart Bros.
Stratford—
  McMillan and Frederic, plumbers.
  Smart Bros., plumbers.
  Stratford Borough Council.
Eltham—
  De Launay, H., plumber.
  Eltham Borough Council.
  Kneebone, C., plumber.
  Patten, T., plumber.
Hawera—
  Brown, J., plumber.
  Hawera Gas Company, gasfitters (A. Aitkinson, secretary).
  Hayton and Co., plumbers.
  Kneebone, C., plumber.
  McNiven, A., plumber.

Patea—
  Edser, A., plumber.
Otakeho—
  Jackson, F., plumber.
Kaponga—
  Sargeson, J., plumber.
Okaiawa—
  Amos, D., plumber.
Manaia—
  George, S., plumber.
  Hodgson, A., plumber.
Opunake—
  Fielder, A. D., plumber.
Rahotu—
  Fielder, A. D., plumber.
Okatu—
  Clarke, J., plumber.

RECOMMENDATION.

Interpretation.

1. "Plumbing work" shall mean and include ships' plumbing; all sanitary work; gasfitting; hot- and cold-water fitting; hot-water and heating apparatus; fixing of corrugated-iron roofing, spouting, downpipes, gutters, valleys, and flashings, in any metal; drainpipes and vents to any house or building; and the fixing of pumps and rams.

Hours of Work.

2. (*a.*) The hours of work shall not exceed eight in respect of each working-day except Saturday, and four on Saturday, which shall constitute a week's work of forty-four hours. The working-hours shall be between the hours of 7.45 a.m. and 5 p.m. on each working-day except Saturday, and on Saturday between the hours of 7.45 a.m. and 12 noon. One hour to be allowed each day for dinner (Saturdays excepted).

(*b.*) In cases of emergency the meal-hour may be altered or curtailed as may be mutually agreed upon by the individual employer and the employee.

(*c.*) In places where the statutory half-holiday is observed on any other day than Saturday, the worker who takes his half-holiday on such day shall make up such lost time on Saturday afternoon without payment of overtime.

Wages.

3. (*a.*) All journeymen plumbers, gasfitters, tinplate, and sheet-metal workers shall be paid not less than 1s. 4½d. per hour. Journeymen at present employed at 1s. 3d. per hour who do not comply with the provisions of clause 1 shall not be affected by this award for one year from date of this award coming into opera-

tion. After the expiration of one year such journeymen shall receive 1s. 4½d. per hour.

(*b.*) Tinsmiths engaged in retinning shall be paid 3d. per hour extra while actually engaged in retinning.

Payment of Wages.

4. All wages shall be paid weekly and at the completion of working-hours.

Overtime.

5. All time worked outside the hours prescribed in clause 2 hereof shall be paid for at the following rates: First three hours, time and a quarter, then time and a half till midnight, and thereafter double time until 7.45 a.m.

Holidays.

6. (*a.*) Irrespective of the hours worked on any day, double-time rates shall be paid for work done on Sundays, Good Friday, Christmas Day, and Labour Day. For time worked on New Year's Day, Easter Monday, reigning Sovereign's birthday, and Boxing Day, time and a half shall be paid.

Notice of Leaving or Dismissal.

7. In case of the dismissal (except for misconduct) of any worker, or of any worker leaving of his own accord, not less than two hours' notice shall be given on either side. Any moneys due at such time shall be paid within twenty-four hours after the time of any such worker leaving his employer's service.

Tools.

8. (*a.*) Employers shall provide journeymen with soldering-bolts, pipe-fitting tools, metal-pots, plumbing-irons, mandrels, files, and springs. Journeymen to find all other tools required for their work, including pipe-tongs up to 1 in. pipes. Soldering-bolts to be returned in good condition, reasonable wear-and-tear excepted, or to be paid for by the employee.

(*b.*) The employer shall provide all tinsmiths and sheet-metal workers with all tools required. Such tools to remain the property of the employer, and shall not be taken off the premises except with the permission of the employer.

(*c.*) When a worker leaves the work he shall return his tools in good order, allowing for ordinary wear-and-tear. In the event of his failing to do so, he shall pay his employer the value of such tools.

(*d.*) Where work is being done elsewhere than at the place of an employer he shall provide when necessary upon the premises where the work is to be done a properly secured place for the tools of the employer and employee.

Suburban Work.

9. (*a.*) "Suburban work" means work performed by a worker at a distance of over two miles from his employer's place of business, but which does not come within the definition of country work.

(*b.*) Workers shall be at their employer's place of business at the hour appointed for the commencement of work, but if previously required to do so they shall proceed direct to the place where the work is to be performed, and be there at the time appointed for the commencement of work. And if the distance required to be travelled in order to reach the place be more than two miles from his employer's place of business, they shall be paid at the ordinary rate of wages for the time occupied in proceeding to the work for the excess of such distance, reckoning the time taken at the rate of three miles an hour.

(*c.*) Any worker employed upon suburban work to reach which a conveyance is required shall be conveyed to and from such work, or his fares paid to and from such work, and he shall also be paid at the ordinary rate for his time while going to such work.

Country Work.

10. (*a.*) "Country work" means work performed by a worker which necessitates his lodging elsewhere than at his usual place of residence.

(*b.*) A worker employed upon country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses paid by the employer going to and returning from such work, but once only during the continuance of the work if the work is continuous and the worker is not recalled by his employer.

(*c.*) Workers while working at country work shall be paid an additional sum of 3s. per day for six days in the week, but the employer may in lieu thereof provide such workers free of charge suitable board and lodging while so employed.

(*d.*) Time occupied in travelling shall be paid for at ordinary rates, but no more than an ordinary day's wage shall be paid for any day occupied in travelling, though the hours occupied may exceed eight, unless the journeyman is on the same day engaged in working for his employer.

(*e.*) An employer may agree with a worker employed on country work that such worker shall work at ordinary rates in excess of the hours prescribed by clause 2 hereof, provided that the hours so worked in excess shall not exceed three in any one day.

(*f.*) Any worker who shall be called upon to travel to any country work for more than four hours upon a Saturday shall receive an ordinary day's wage. An ordinary day's wage for the purposes of this clause is a working-day of eight hours.

(*g.*) No apprentice in his first, second, or third year shall be sent to country work unless upon such work he is working under the constant supervision of a journeyman of the trade.

Piecework.

11. No piecework or labour-only jobs shall be allowed.

Apprentices.

12. (*a.*) Any youth engaged at the plumbing, gasfitting, tinplate or sheet-metal trade shall be an apprentice, and the proportion of apprentices to any employer or firm shall be as follows: Each firm or employer shall be entitled to one apprentice; after that the number of apprentices employed shall not exceed one apprentice to each journeyman. This proportion is to be gauged by full employment of journeymen for full time for the previous six months.

(*b.*) The period of apprenticeship shall be six years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship. The obligation of the apprentice to serve his employer shall be deemed to be a duty enforceable under this award, and an employer taking an apprentice to learn the trade shall be deemed to undertake the duty to teach him, which he agrees to perform as a duty enforceable under this award.

(*c.*) The minimum rates of pay for apprentices shall be as follows: For the first year, 7s. 6d. per week; second year, 11s. per week; third year, 15s. per week; fourth year, £1 per week; fifth year, £1 7s. 6d. per week; sixth year, £1 15s. per week.

(*d.*) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship, through the slackness of trade or any unforeseen cause, wish to dispense with the services of the apprentice, he shall give him a certificate for the time served, and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice and generally perform the obligations of the original employer: Provided always that it shall not be competent for any employer to take over more than one such transferred apprentice over and above the number prescribed in section (*a*) of this clause.

(*e.*) Notwithstanding the foregoing provisions, it shall not be obligatory upon an employer to find an apprentice another employer if he shall so misconduct himself as to entitle his employer to discharge him, but he shall give him a certificate covering the time actually served.

(*f.*) All time lost by an apprentice either through his own default or through sickness in any year of his apprenticeship shall be made up before such an apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship.

(*g.*) Any youth who has served part of his apprenticeship to the trade in any part of the Empire, or in any part of the Dominion outside the scope of this award, may enter into a legal agreement with any employer within the district to which this award relates to finish the term of six years, upon production of a certificate from his former employer showing the time served by him: Provided always that all other sections of this clause are observed.

(*h.*) An employer taking an apprentice shall give notice thereof, and of the name of the apprentice, to the Inspector of Factories within one week after the expiration of the period of probation; such notice shall be in writing, bearing the signature of the apprentice and the employer; and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to the Inspector of Factories.

(*i.*) When an apprentice is discharged for cause, the employer shall send notice of the discharge and the cause thereof in writing to the Inspector of Factories.

(*j.*) Existing arrangements with or relating to apprentices now serving any employer may continue, provided that any employer wishing such arrangements to continue shall forward the names of his present apprentices to the Inspector of Factories within one month after the filing of this award.

Under-rate Workers.

13. (*a.*) Any journeyman plumber, gasfitter, tinplate or sheet-metal worker who considers himself incapable of earning the minimum wage may be paid such lower wage as may from time to time be fixed, on the application of such worker after due notice to the union, by the local Inspector of Awards, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing such worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Bicycles.

14. Any worker and employer may agree that the worker shall use his bicycle in proceeding to and from any suburban or country work, and the worker shall, if he so uses his bicycle at the rate of eight miles per hour, receive 1d. for every mile or fraction thereof so traversed in excess of two miles. This sum shall be payable in addition to the rate of wages payable under this award.

Preference.

15. It shall be the duty of every employer when employing a journeyman to ascertain if he is a member of the union, and if he is not a member of the union the employer shall notify the secretary of the union accordingly within fourteen days as from the date of employing such journeyman. It shall be the duty of every non-unionist so employed to join the union within one week after receiving from the secretary of the union a request in writing to do so. Compliance by the employer with the provisions of this clause shall relieve him from all liability under the provisions of this award relating to preference.

Scope of Award.

16. This award shall apply to all employers carrying on business in the Taranaki Industrial District.

Exemption.

17. This award shall not apply to workers in laying or repairing gas-mains.

Term of Award.

18. This award shall come into force on the   , and shall continue in force until the 6th day of April, 1915; but so that if during the said term a Dominion award shall be made in relation to the plumbing trade then such award shall supersede this award, which shall thereupon cease to have any force or effect.

T. Harle Giles,
Conciliation Commissioner.

No notice of disagreement with the recommendation herein having been filed, and the parties having been notified accordingly on the 16th day of December, 1912, the said recommendation, by virtue of section 7 of the Industrial Conciliation and Arbitration Amendment Act, 1911, has been rendered operative and enforceable as an award as from seven days after the date of such notification.

J. Terry,
Clerk of Awards.

(2717.) PERMITS GRANTED AND REFUSED UNDER AWARDS OF THE COURT OF ARBITRATION.

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

By Inspector of Awards (Auckland).

New Zealand Male Boot Operatives' Award.

Cartwright, H., £1 12s. per week, from 29th November, 1912, to 29th November, 1913.

Chitty, L., £1 17s. 6d. per week, from 4th December, 1912, to 4th December, 1913.

McPherson, William, £2 2s. per week, from 1st December, 1912, to 30th November, 1913.

Auckland Bricklayers' Award.

Floyd, William, 1s. per hour, from 28th October, 1912, to 28th January, 1913.

Auckland Carpenters and Joiners' Award.

Hewson, William, 9s. per day, from 7th November, 1912, to 7th May, 1913.

Young, Ernest J., refused.

Auckland Coachworkers' Award.

Stephenson, Robert, 6s. per day, from 21st November, 1912, to 21st November, 1913.

Auckland Tailoresses' Award.

Carter, Miss L., £1 5s. per week, from 2nd November, 1912, to 2nd November, 1913.

Gallagher, Miss H., £1 2s. 6d. per week, from 9th November, 1912, to 9th November, 1913.

Auckland Tinsmiths' Award.

Ashby, B., 1s. 1½d. per hour, from 9th November, 1912, to 9th May, 1913.

McCartie, Sydney, 1s. 1½d. per hour, from 9th November, 1912, to 9th May, 1913.

By Secretaries of Unions.

Auckland Brick, Pottery, and Clay Workers' Award.

Murray, James, 5s. per day.

Auckland Drivers' Award.

Boulton, J., £2 4s. per week, from 13th November, 1912, to 13th May, 1913.

Auckland Engineers' Award.

Hampton, W., 10s. per day.

Auckland Plumbers' Award (Country).

Fitzgerald, William, 1s. 3d. per hour, from 1st November, 1912, to 30th April, 1913.

Auckland Tailoresses' Award.

Lamb, Miss, £1 per week, for one month (November, 1912).

BY INSPECTOR OF AWARDS (GISBORNE).

New Zealand Typographical Award.

Barlow, Harry, £3 per week, from 16th December, 1912, to 16th June, 1913.

TARANAKI INDUSTRIAL DISTRICT.

BY SECRETARIES OF UNIONS.

Taranaki Carpenters and Joiners' Award.

Callaghan, Arthur Henry, 1s. per hour, from 8th October, 1912, to 28th January, 1913.

Hedgeman, A., 9s. per day, from 21st October, 1912, to 21st April, 1913.

Main, George, 1s. 1d. per hour, from 21st October, 1912, to 21st April, 1913.

Richards, J., 9s. per day, from 21st October, 1912, to 21st April, 1913.

New Zealand Typographers' Award.

Boulton, Vincent Godfrey, £2 5s. per week, from 3rd December, 1912, to 3rd June, 1913.

WELLINGTON INDUSTRIAL DISTRICT.

BY INSPECTOR OF AWARDS (NAPIER).

Napier General Labourers' Award.

Wilmot, H. S. C., 7s. per day, from 17th December, 1912, to 17th June, 1913.

BY INSPECTOR OF AWARDS (WANGANUI).

Wanganui General Labourers' Award.

Cook, Edward, £2 per week, from 3rd October (indefinitely).

BY INSPECTOR OF AWARDS (PALMERSTON NORTH).

Wellington Carpenters and Joiners' (Manawatu) Award.

Robbie, Percy, 1s. per day, from 9th September, 1912, to 8th March, 1913.

Wellington General Labourers' (Country) Award.

Gulbrantezin, L., £1 5s. per week (indefinitely).

Osborne, G., £1 10s. per week, from 9th October, 1912, to 9th April, 1913.

BY INSPECTOR OF AWARDS (MASTERTON).

Wellington Carpenters and Joiners' (Masterton) Award.

Prince, Frederic, 1s. per hour, from 21st December, 1912, to 21st June, 1913.

Rogers, William James, 1s. 2d. per hour, from 28th October, 1912, to 28th April, 1913.

BY SECRETARIES OF UNIONS (WELLINGTON).

New Zealand Male Boot Operatives' Award.

Colville, William, £2 2s. per week, from 12th August, 1912, to 12th November, 1912.

Colville, William, £2 2s. per week, from 12th November, 1912, to 12th May, 1913.

Wellington Building Trades Labourers' Award.

Smith, J., £2 8s. per week, from 2nd September, 1912, to 23rd September, 1912.

Wellington Retail Soft-goods Employees' Award.

Barrett, Charles, £1 5s. per week, from 4th November, 1912, to 4th April, 1913.

Boyd, John, £1 10s. per week, from 4th November, 1912, to 4th April, 1913.

McRae, R., £1 15s. per week, from 4th November, 1912, to 4th April, 1913.

Wellington Wholesale Storemen's Award.

Brear, S. M., £2 5s. per week, from 28th October, 1912, to 28th April, 1913.

Cole, Arthur, £2 2s. per week, from 11th November, 1912, to 11th May, 1913.

Forresster, J. H., £2 2s. per week, from 4th November, 1912, to 4th April, 1913.

Pickering, William Thomas, £2 per week, from 28th October, 1912, to 28th April, 1913.

Petone (Wellington) Woollen-mills Employees' Award.

Hampson, George Henry, £1 15s. per week, from 16th November, 1912, to 16th February, 1913.

NELSON INDUSTRIAL DISTRICT.

New Zealand Typographers' Award.

Jarrett, Frederick, £3 per week, from 13th December, 1912, to 13th June, 1913.

Moyer, Charles, £3 per week, from 2nd December, 1912, to 2nd June, 1913.

Simpson, William, £3 per week, from 2nd December, 1912, to 2nd June, 1913.

Nelson Painters' Award.

Jones, Percy, 9s. per day, from 25th November, 1912, to 25th February, 1913.

CANTERBURY INDUSTRIAL DISTRICT.

BY INSPECTOR OF AWARDS (TIMARU).

Timaru Carpenters' Award.

Cheeseman, L., 9s. per day, from 1st November, 1912, to 1st May, 1913.

Canterbury Cycle Workers' Award.

Hornbrook, E., £1 10s. per week, from 30th November, 1912, to 30th May, 1913.

Canterbury General Labourers' Award.

Bartley, Richard Henry, 6s. per day, from 4th November, 1912, to 4th May, 1913.

Canterbury Flour, &c., Millers' Award.

Kebby, Herbert, 6s. per day, from 18th October, 1912, to 18th January, 1913.

South Canterbury Painters and Decorators' Award.

Butterworth, F. W., 6s. per day, from 21st September, 1912, to 21st September, 1913.

Clarke, J., 9s. per day, from 26th October, 1912, to 26th April, 1913.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

BY INSPECTOR OF AWARDS (DUNEDIN).

Otago and Southland Furniture Trade Award.

De Courcey, James, 9s. per day, from 12th September, 1912, to 12th December, 1912.

Leedale, John Joseph, £1 10s. per week.

Otago Woollen-mills Award.

Holbrook, A. W. T., £1 5s. per week, from 20th September, 1912, to 19th March, 1913.

Kennedy, James, 5s. 6d. per day, from 20th September, 1912, to 19th March, 1913.

Sinclair, Adam C., 5s. 6d. per day, from 20th September, 1912, to 19th March, 1913.

BY SECRETARIES OF UNIONS.

Otago Carpenters and Joiners' Award.

Mallock, Charles Arthur, 8s. per day, from 30th August, 1912, to 28th February, 1913.

Kaitangata Coal-miners' Award.

Cairns, William, 9s. per day, from 20th September, 1912, to 20th March, 1913.

McLelland, James, 9s. 6d. per day, from 20th September, 1912, to 20th March, 1913.

Shore, James C., 9s. 6d. per day, from 20th September, 1912, to 20th March, 1913.

BY INSPECTOR OF AWARDS (INVERCARGILL).

Otago and Southland Furniture Trade Award.

Wood, Joseph W., 1s. 1d. per hour, from 1st July, 1912, to 31st December, 1912.

BY SECRETARY OF UNION.

Millar, George, 9s. per day, from 10th September, 1912, to 10th March, 1913.

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(2718.) POVERTY BAY BUILDERS', CONTRACTORS', AND GENERAL LABOURERS.—ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award dated the 28th day of June, 1912, between the Poverty Bay and East Coast Builders' Contractors' and General Labourers' Industrial Union of Workers and Aitken and Wilson and others.

Tuesday, the 29th day of October, 1912.

UPON reading the application filed herein by the above-named union to add further parties to the above-mentioned award, and upon hearing the duly appointed representative of the said union and such of the parties proposed to be added as appeared, this Court doth order that the undermentioned persons shall be and they are hereby added as parties to the said award as from the date of this order:—

William Miles, bricklayer, Gisborne.
Trevor Bros., builders, Gisborne.

By the Court.
E. W. CAVE,
Clerk of Awards.

End of Volume XIII.

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DEPARTMENT OF LABOUR.

AWARDS, AGREEMENTS, AND DECISIONS

UNDER THE

INDUSTRIAL CONCILIATION AND ARBITRATION ACT

ISSUED UNDER THE DIRECTION OF THE

HON. W. F. MASSEY, MINISTER OF LABOUR.

WELLINGTON, N.Z.
BY AUTHORITY: JOHN MACKAY, GOVERNMENT PRINTER
—
1913.

INDEX.

Northern (Auckland) Industrial District.

AWARDS—

PAGE

Freezing-works (Gisborne) 898

Iron and Brass Moulders 893

Tourist Accommodation and Boardinghouse Workers (Rotorua) .. 888

Westland Industrial District.

AWARD—

Bakers and Pastrycooks 865

Canterbury Industrial District.

AWARDS—

Iron and Brass Moulders 950

Musicians (Christchurch) 946

AWARDS, ADDING PARTIES TO—

Boot Operatives (male) 960

Timber-yards, &c., Employees (South Canterbury) 960

AWARD, ENFORCEMENT INVOLVING INTERPRETATION OF—

Timber-yards, &c., Employees (Timaru) 956

AWARD, INTERPRETATION OF—

Butchers (Christchurch).. 955

CASE STATED FOR OPINION OF ARBITRATION COURT—

Carpenters (Timaru) 957

Opinion of the Court 959

Otago and Southland Industrial District.

AWARDS—

Bakers and Pastrycooks.. 917

Coachworkers and Wheelwrights 910

Drivers (Dunedin) 874

Engine-drivers 927

Hairdressers' Assistants (Dunedin) 939

Iron and Brass Moulders 904

Storemen (Invercargill) 936

BREACH OF INDUSTRIAL CONCILIATION AND ARBITRATION AMENDMENT ACT, 1908:—

Slaughtermen (Eveline)—Taking Part in an Unlawful Strike 871

Westport—
Collins, E. R.
Dellow, Mr.
Fletcher Bros, Palmerston Street.
Junker, Mr., Palmerston Street.
O'Sullivan, D., Palmerston Street.
Robertson, John, Palmerston Street.
Ryan and Sons, Palmerston Street.
Scanlon, F.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 4th day of November, 1912, and shall continue in force until the 24th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of October, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. (*a.*) A week's work shall consist of forty-eight hours.

(*b.*) A day's work shall consist of ten hours.

(*c.*) The ordinary time for starting work shall not be earlier than 4 a.m.

(*d.*) Time for sponging and doughing shall be deducted from the day's work.

(*e.*) No workman shall work longer than four hours and a half without a meal, and that not less than half an hour be allowed for same.

Wages.

2. (*a.*) The minimum rate of wages for ordinary journeyman shall be not less than £3 per week.

(*b.*) The minimum rate of wages to be paid to foreman or first hand shall be a matter of arrangement between the employer and such foreman or first hand.

Overtime.

3. (*a.*) Overtime shall be paid for all work performed in excess of ten hours per day, or in excess of forty-eight hours per week.

(*b.*) The rate of overtime shall be—For the first two hours in excess of those mentioned in clause (*a*), time and a quarter; after two hours, time and a half; after 1 a.m., double time.

(*c.*) No journeyman shall be in the bakehouse between the hours of 9 p.m. and 1 a.m.

(*d.*) If any employer shall require any of his workers to start work at any earlier hour than that prescribed in clause 1 hereof he shall pay such worker overtime at the rate of double time for all time worked between 1 a.m. and the hour prescribed for starting work, and such overtime shall be paid notwithstanding a full day's work shall not be worked by the particular worker who is so required to start work at such earlier hour.

Jobbers.

4. (*a.*) Jobbers shall be paid at the rate of 12s. per day. No jobber to be employed for less than four hours at the rate of 1s. 6d. per hour. Overtime same as journeyman.

(*b.*) If a jobber is required to work at an earlier hour than the hours prescribed in clause 1 hereof he shall be paid double time for any time worked between 1 a.m. and such prescribed hours.

Labourers.

5. No labourers shall be employed in the manufacture of bread or small goods.

Sunday Sponging.

6. Sunday sponging to cover all statutory and public holidays.

Holidays.

7. (*a.*) Any work done on any of the following holidays shall be paid at the rate of double time: New Year's Day, Good Friday, Easter Monday, Prince of Wales's Birthday, local Picnic Day in each district, Labour Day, Sovereign's Birthday, Christmas Day,

St. Patrick's Day. Work done on Sundays shall be paid at the rate of 3s. per hour.

(*b.*) The employers in any city or town may agree with the union to substitute any other day or days for all or any of the holidays hereinbefore mentioned.

Wages to be paid Weekly.

8. All wages shall be paid weekly in the bakehouse before the termination of the week's work on Saturday.

Week's Notice to be given.

9. A week's notice shall be given on termination or dismissal by either party.

Carters.

10. A carter shall not be employed in any bakehouse in connection with the manufacture of any goods in the baking trade, but a baker may deliver bread, so long as he does not work more than the prescribed hours.

Time-book.

11. A time-book shall be kept in every bakehouse, and the hours of labour shall be recorded therein daily by the foreman and initialled by him.

Baker not to take Delivery of Flour.

12. No baker or pastrycook shall take delivery of flour required for the bakehouse, except when receiving flour from the Railway Department.

Employer working in Bakehouse.

13. When the employer is himself substantially engaged in doing the actual work of a journeyman in his own bakehouse he shall be classed as a foreman or first hand, and he shall take an equal share of sponging with his men.

Apprentices.

14. (*a.*) Any employer taking an apprentice shall be deemed to have undertaken the obligation which he agrees to perform as a duty enforceable under this award of teaching such apprentice the trade, and shall pay such apprentice not less than the undermentioned rates of wages: For the first six months, 12s. 6d. per week; second six months, 15s. per week; third six months, 17s. 6d. per week; fourth six months, £1 per week; fifth six months, £1 2s. 6d. per week; sixth six months, £1 5s. per week; seventh six months, £1 7s. 6d. per week; eighth six months, £1 10s. per week. Where an apprentice has to board with an employer the sum of 7s. 6d. per week shall be allowed for the first year's board, 10s. per week for the second year's board, 12s. 6d. per week for the

third year's board, and 15s. per week for the fourth year. The last six months of his apprenticeship the foreman shall teach the apprentice fermentation, sponging, and oven work.

(*b.*) The period of apprenticeship shall be for four years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship.

(*c.*) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served, and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligations of the original employer: Provided that it shall not be obligatory upon the employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(*d.*) If an employer shall from any cause beyond his control be unable to fulfil his obligations to an apprentice it shall be lawful for such an apprentice to complete his term with another employer, and such employer may take and employ such apprentice notwithstanding he has the full number of apprentices allowed by this award.

(*e.*) An employer taking an apprentice shall give notice thereof and the name of the apprentice to the Inspector of Factories within one month after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(*f.*) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(*g.*) When an apprentice is discharged for cause the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories.

(*h.*) Every employer shall be allowed to have one apprentice whether he employs any journeyman or not. If an employer employs more than two journeymen he shall be allowed two apprentices, but not more than two apprentices shall be allowed in any one bakehouse.

(*i.*) If any apprentice should wilfully remain away from his employment without the consent of his employer he shall make up such lost time before the next succeeding year of his apprenticeship shall be considered to have been entered upon.

(*j.*) Existing arrangements with or relating to apprentices now serving under indentures shall not be affected by anything herein contained.

Workmen boarding with Employers.

15. No workman shall board or reside on his employer's premises except in country districts where board and lodging cannot reasonably be procured. The employee must obtain permission from his union prior to arranging for board and lodging in this manner. The charge for board and lodging shall not exceed 15s. per week.

Under-rate Workers.

16. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker, after due notice to the union, by the Inspector of Factories, and such Inspector in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector may think fit to consider after hearing such evidence and argument as the union and worker shall offer.

(*b.*) Such permit shall be for a period not exceeding six months, but may be renewed from time to time upon application to the Inspector, if such Inspector shall consider the worker entitled to renewal, after hearing such worker and union in respect of such application.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree with the president or secretary of the union upon such wage without the same being so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of the employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

17. (*a.*) It shall be the duty of every employer when engaging a worker to ascertain if he is a member of the union, and if he is not a member of the union the employer shall notify the secretary of the union accordingly within seven days from the time of engaging such worker.

(*b.*) It shall be the duty of every non-unionist engaged as aforesaid to join the union within seven days after receiving a request in writing from the secretary of the union to do so.

(*c.*) It shall be the duty of every non-unionist employed in the trade at the date of coming into operation of this award to become a member of the union within seven days from such date.

(*d.*) Non-compliance with any of the foregoing provisions shall constitute a breach of this award.

Scope of Award.

18. This award shall extend to all employers carrying on business as bakers or pastrycooks within the Industrial District of Westland.

Term of Award.

19. This award shall come into force on the 4th day of November, 1912, and shall continue in force until the 24th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 25th day of October, 1912.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendation of the Conciliation Council.

The delay in making the award is due to the fact that it was proposed to apply for an award to operate throughout the Dominion. This was found to be practically impossible, owing to the defective legislation on the subject. Applications have been made since for awards in some of the other industrial districts, and there is no reason now for further delay in connection with the present award. W. A. SIM, Judge.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(2645.) ENFORCEMENT OF SECTION 5 OF THE INDUSTRIAL CONCILIATION AND ARBITRATION AMENDMENT ACT, 1908.—TAKING PART IN A STRIKE.

In the Magistrate's Court at Oamaru.—24th July, 1912.

JUDGMENT OF T. HUTCHISON, ESQ., S.M.

THIS is an action by the Inspector of Awards for the district for the recovery of a penalty under section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1908, against the defendant as being a party to a strike under that Act. The defendant is a member of the Otago Slaughtermen's Industrial Union of Workers, who, with twelve other members of the same union, were workers at the Christchurch Meat Company's works at Eveline, Oamaru. These other twelve workmen are also proceeded against by the Inspector for penalties as participants with the present defendant in the strike, and it has been agreed that, the facts bearing upon each case being identical, the decision in the present case is to govern the others.

The material facts are undisputed. The defendant and the other workers, as employees, and the Christchurch Meat Company, as employer, are parties to the Otago Slaughtermen's (Christchurch Meat Company (Limited)) award of the 10th May, 1910 (Awards, Vol. xi, p. 191). That award provides that the employer may employ learners in the proportion of one to every eight slaughtermen. Under this provision the company was entitled to engage two learners. At the beginning of the company's working season at Eveline there were two workmen who were technically learners —that is, although they had had experience as butchers elsewhere, they had not qualified as slaughtermen under the award. In consequence of an accumulation of work and the company being shorthanded the manager, having consulted the foreman butcher as to the efficiency of these learners, on the 4th June transferred them to the class of slaughtermen, and took on an additional workman as a learner. If the two learners at the beginning of the season were properly transferred to the class of slaughtermen the company, it might be supposed, would be entitled to take on two additional men as learners in their place. But the defendant, acting for himself and the others, objected to the action of the company. He took his stand upon the ground that the company was only entitled to take on one set of learners for the season, and that, therefore, the two transferred men were still, and must be treated as, learners, so that the company's quota of learners was full. He stated the determination of the slaughtermen to stop work unless this additional workman was dismissed. The company's manager refused to dismiss the man, and the defendant and the rest of the slaughtermen left the works in a body.

I think it is perfectly clear that this constituted a strike by the slaughtermen at Eveline, and that the defendant was a party to that strike.

By the Industrial Conciliation and Arbitration Amendment, 1908, section 3, it is enacted,—

"1. In this Act the term 'strike' means the act of any number of workers who are or have been in the employment, whether of the same employer or of different employers, in discontinuing that employment, whether wholly or partially, or in breaking their contracts of service, or in refusing or failing after any such discontinuance to resume or return to their employment, the said discontinuance, breach, refusal, or failure being due to any combination, agreement, or common understanding, whether express or implied, made or entered into by the said workers—(*a*) with intent to compel or induce any such employer to agree to terms of employment or comply with any demands made by the said or any other workers.

"2. In this Act the expression 'to strike' means to become a party to a strike; and the term 'striker' means a party to a strike."

And section 5 of the same Act provides—

"1. When a strike takes place in any industry every worker who is or becomes a party to the strike, and who is at the commencement of the strike bound to any award or industrial agreement affecting that industry, shall be liable to a penalty not exceeding ten pounds."

The language of the statute is plain and unconditional. What, then, has the defendant to answer to this? It is contended on his behalf that there was no strike, because the employing company transgressed the award binding on them by employing the additional workman as a learner; and that the defendant and others, in desisting work, were simply guarding themselves from being parties to the supposed breach by the company. In other circumstances this contention might be dismissed as merely frivolous; but I cannot in this case suppose that workmen would throw up earnings of, it is said, as much as £1 a day for a mere whim. The contention, however, at the best, is a flimsy one.

By the award (section 25) it is provided "A learner, when capable of killing and dressing eight sheep or lambs per hour for freezing purposes to the satisfaction of the foreman butcher, shall be classed as a competent slaughterman, and shall be transferred from the learners' class."

This part of the award appears to provide a test on the satisfying of which the learner becomes automatically a slaughterman; and, since the work of the learner and the slaughterman is of the same kind, the only effect of the provision is to create vacancies in the class of learners. The award expressly allows the employer to employ learners in the proportion of one to every eight slaughtermen, but it does not countenance the pretence that the employer can only fill the quota of learners once in the season, and so it seems to me to be quite clear that as learners qualify for and pass into the class of slaughtermen the employer can, if he so pleases, fill up his quota of learners.

Now, in the present case it has been proved that the two learners transferred on the 4th June had fully qualified themselves for the status of slaughtermen under the award, and that the foreman butcher was satisfied of their capacity. The company had therefore the right to employ an additional workman as a learner. I should observe that the award provides that a learner must be a member of the Slaughtermen's Union, and that, so far as appears, the workman taken on as a learner on the 4th June was not a member of the union. If this be so, the company committed a breach of the award, and if a breach by the employer were any justification for a strike by the employees, the defendant would be entitled to rely upon that breach. It was not the real ground which actuated the strike. But the law does not allow such an answer. There is no principle in the law by which one offence can be excused or condoned by alleging or proving that another offence has been committed by some one else. I have noticed the contention raised to justify the action of the defendant and the others only because I have assumed that that action was at least taken in good faith; but, even if it were sound, it could not justify a strike. The course which the defendant and his fellow-workmen ought to have followed if they really felt that the company had committed a breach of the award was to put in motion the Inspector of Awards to prosecute the company, and it suggests a want of *bona fides* on their part when they say, as the defendant does, that that course would have meant delay, and that delay would allow learners to qualify as slaughtermen and so increase the ranks of competitors for work. The statute was framed for the very purpose of composing differences between employer and employee by making awards binding upon both, and for enforcing its provisions where either of them transgresses; and that Court too is the tribunal to interpret its awards where they may be considered doubtful. It is therefore manifestly impossible to hold that the workmen in an industry can be allowed to put their own interpretation upon the award which binds them (in this case a clearly erroneous interpretation), and if their view is not instantly accepted by the employer to go on strike.

The plaintiff is entitled to judgment. I have probably, in fixing the penalty, taken into consideration more than I ought—the fact that the defendant in this and the defendants in the other cases have suffered distress through their action—but I fix the penalty at £1.

(2646.) DUNEDIN AND SUBURBAN DRIVERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Dunedin and Suburban Drivers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

The Dunedin and Suburban General Carriers and Coal-merchants' Industrial Association of Employers.
Aburn and Son, builders, Cumberland Street, Dunedin.
Aitcheson, R., carter, North-east Valley.
Anderson, M., carrier, Kaikorai.
Anderson, Millar, carrier, Mornington.
Anderson, R., carrier, Kaikorai.
Anderson, William, carter, Musselburgh.
Barclay, W., provision merchant, Ravensbourne.
Barkman, J. J. P., carter, Half-way Bush.
Barnes, Mrs., contractor, Forth Street, Dunedin.
Bayley and Son, fellmongers, Burnside.

Berry, J. B., fruit-dealer, 71 Anderson's Bay Road, Dunedin.
Bland, H., Waitati.
Booth, James, Leith Valley.
Briggs, J. R., brewer, Sydney Street, Caversham.
Brown, R., coal-merchant, Macandrew Road, South Dunedin.
Brenchley Bros., contractors, Athol Place, Dunedin.
Brindson, James, carrier, Mornington.
Bruce Coal Company, Vogel Street, Dunedin.
Bryce, P., carter, Mosgiel.
Buddicombe, C., carrier, Douglas Street, St. Kilda.
Burt, A. and T., manufacturers, Cumberland Street, Dunedin.
Button, E., carrier, Allandale Road, St. Clair.
Byfield, John, carrier, Leith Street, Dunedin.
Brensell, C., carrier, Outram.
Cahill, R., carrier, Hanover Street, Dunedin.
Calder, George, quarry-proprietor, North-east Valley.
Carter, J., carrier, Alfred Street, Caversham.
Casey, P. and W., contractors, Leith Avenue, Dunedin.
Champion, Mrs., coal-merchant, Eden Street, Dunedin.
Christie Bros., coal-mine proprietors, Saddle Hill.
Cockerill, William, carter, North-east Valley.
Conn, F. J., carrier, Anderson's Bay Road, South Dunedin.
Cooper, W., carter, 18 Begg Street, St. Kilda.
Cowie, A., brewer, Main South Road, Caversham.
Cranefield, John, carrier, Ravensbourne.
Crown Roller Mills, millers, Manor Place, Dunedin.
Cummings, W. W., carrier, Leith Road, Maori Hill.
Curtain and Thompson, carriers, Crawford Street, Dunedin.
Curtis, G., carrier, c/o Occidental Dining-rooms, Manse Street, Dunedin.
Curtis, James, carter, North-east Valley.
Campbell, H. C., carrier, Crawford Street, Dunedin.
Caudwell, W., coal-merchant, Albany Street, Dunedin.
Craig, Mrs. M. J., carrier, Mosgiel.
Daniels, G., carter, Howard Street, Dunedin.
Davies, E., carter, Waverley Street, South Dunedin.
Davis, H., carrier, North-east Valley.
Deans, Charles, carter, Cargill Road, South Dunedin.
Donaghy and Co., rope-works, Bradshaw Street, South Dunedin.
Dunford, W., carrier, Anderson's Bay.
Dunedin City Corporation.
Dyer, A., carrier, King Street, Dunedin.
Drummond, J., carrier, Outram.
Edgar, D., carter, Hillside, Dunedin.

Eccles and Pryde, carters, c/o Rattray and Son, Crawford Street, Dunedin.
Ellis, J., carter, Mosgiel.
Edmonds Bros., coal-merchants, Cargill Road, South Dunedin.
Ellis, E., and Co., flock-millers, Kaikorai Valley.
Empire Carrying Company, 10 Vogel Street, Dunedin.
Faulkner, J. and W., engineers, Castle Street, Dunedin.
Fitzpatrick, J., carter, Melbourne Road, South Dunedin.
Fitzpatrick, P., carrier, Macandrew Road, South Dunedin.
Flanagan, J., carrier, Leith Street, Dunedin.
Fleming, James, carrier, Prince Edward Road, South Dunedin.
Fleming, John, produce-merchant, Princes Street, Dunedin.
Foord, J., carrier, St. Kilda.
Freming, A., carrier, Mosgiel.
Gamble, C., carrier, East Taieri.
Graham, Archibald, carrier, Dunedin.
Graham, F. J., carrier, Green Street, North-east Valley.
Graham, Gus., carrier, 243 King Street, Dunedin.
Graham, James, carrier, High Street, Maori Hill.
Greig, Mitchell, and Co., carriers, Bond Street, Dunedin.
Grey, J. A., coal-merchant, Cargill Road, South Dunedin.
Griffiths and Co. (Limited), fruit-dealer, Crawford Street, Dunedin.
Guyton, J., contractor, South Dunedin.
Graham, G., carrier, Macandrew Road, South Dunedin.
Harris, J., carter, Mosgiel.
Hall, A., carter, Ravensbourne.
Harris, R. J., carrier, Prince Edward Road, St. Kilda.
Hastie, William, carrier, Woodhaugh.
Henderson, R., carrier, North-east Valley.
Hill, James, carrier, St. Kilda.
Hill, R. B., carrier, Cargill Road, South Dunedin.
Hodges, —, carrier, c/o A. and J. Watt, Princes Street, Dunedin.
Hudson, R., and Co., millers, Castle Street, Dunedin.
Hughes, D., carrier, Ravensbourne.
Hunt, James, carter, North-east Valley.
Hannah Bros., carriers, Outram.
Harris, Adam, carrier, Green Island.
Hill, S., carrier, Abbotsford.
Hughes, J., carrier, Outram.
Irvine and Stevenson, preserving-works, Filleul Street, Dunedin.
Jarvis, R., carrier, Surrey Street, South Dunedin.
Johnston, Allan, carrier, Liverpool Street, Dunedin.
Jones, J. J., carrier, Macandrew Road, South Dunedin.

Jones, T. A., carrier, Kirkland Hill, Kaikorai.
Kane, R., carter, Melbourne Street, South Dunedin.
Keast Bros., carriers, Jetty Street, Dunedin.
Kenny, R. D., carrier, Cumberland Street, Dunedin.
King, C., and Sons, contractors, Athol Place, Dunedin.
Lamb, William, carter, Bradshaw Street, South Dunedin.
Leighton, James, carter, Cumberland Street, Dunedin.
Lockhart, John, carter, North-east Valley.
Long, G., carrier, Bay View Road, South Dunedin.
Longworth, James, carter, North-east Valley.
Longworth, John, carter, North-east Valley.
Mackerrass and Hazlett, merchants, Crawford Street, Dunedin.
Maddox, William, carter, 149 King Street, Dunedin.
Marett, J., carter, Begg Street, St. Kilda.
Meade, Charles, carrier, Musselburgh.
Meade, William, carter, King Edward Road, South Dunedin.
Meenan, Mrs. C., produce-merchant, Moray Place, Dunedin.
Meenan, F., produce-merchant, King Street, Dunedin.
Michaelis, Hallenstein, and Farquhar, tanners, Sawyer's Bay.
Mill, J., and Co., coal-merchants, Rattray Street, Dunedin.
Miller, W. P., coal-carter, Green Island.
Mitchell, W., carrier, Lorne Street, South Dunedin.
Montague, J., coal-merchant, Cargill Road, South Dunedin.
Moore, E. H., carrier, Union Street, Dunedin.
Moritzson, A., and Co., produce-merchants, Jetty Street, Dunedin.
Murdoch and Co., chemical-works, St. Andrew Street, Dunedin.
Murdoch, G., carter, Mosgiel.
Murdoch, J., and Co., sawmillers, Cumberland Street, Dunedin.
McCammon, J., carrier, North-east Valley.
McDonald, G., coal-merchant, King Edward Street, St. Kilda.
McDonnell, F., carrier, Lookout Point, Mornington.
McEwen, W., carrier, Main South Road, Caversham.
McGavin and Co., brewers, Duke Street, Dunedin.
McKenzie, R., carrier, West Taieri Road, Roslyn.
McKewen, E., contractor, Cumberland Street, Dunedin.
McKinnon, J., carrier, Green Island.
McLaughlin, John, carter, Cumberland Street, Dunedin.
McLeod Bros., soap-manufacturers, Cumberland Street, Dunedin.
McMillan, D., carrier, Newington.
McMillan, E., carrier, McMillan Street, Roslyn.
McMullin, R., produce-merchant, Frederick Street, Dunedin.

McNab, Thomas, carrier, Belleknowes.
McMillan, J., carrier, Burnside.
Napier and Grant, coal-merchants, David Street, Caversham.
Napier, W., coal-merchant, Reid Road, South Dunedin.
New Zealand Drug Company (Limited), Cumberland Street, Dunedin.
New Zealand Hardware Company, Cumberland Street, Dunedin.
Nye, W., carrier, Green Island.
O'Rourke, L., carter, Grange Street, Dunedin.
Palmer, J., and Son, quarry-proprietors, Logan's Point.
Phair, R., carrier, Maitland Street, Dunedin.
Pickard, James, coal-merchant, Port Chalmers.
Plunkett, John, carrier, Mornington.
Pollock, G. R., carrier, Dalmore, North-east Valley.
Powley and Keast, bottlers, Hope Street, Dunedin.
Pitfield, J., carrier, Allanton.
Rattigan, J., carter, c/o Thomson, Bridger, and Co., Princes Street, Dunedin.
Real Mackay Coal Company, Wharf Street, Dunedin.
Reekie, P., carrier, Musselburgh.
Richardson, D., carrier, Abbotsford.
Richardson, William, carrier, Harbour Terrace, Dunedin.
Robertson, John, carrier, North-east Valley.
Ross and Glendining, woollen-mills, Kaikorai Valley.
Roy, D. T., Maori Hill.
Russell, William, carter, North-east Valley.
Rutherford, A., carrier, Kaikorai.
Ralston, P., carrier, Allanton.
Shaw, G., carter, Berwick.
Shiel, C. and W., brickmakers, Forbury Road, South Dunedin.
Shiel, T. E., and Co., produce-merchants, Stafford Street, Dunedin.
Sickels, A., carrier, Green Island.
Simpson, R., carrier, Roslyn.
Scott Bros., produce-merchants, Manor Street, Dunedin.
Scott, E., carrier, Ravensbourne.
Speight, J., and Co., brewers, Rattray Street, Dunedin.
Smeal, A., carrier, North-east Valley.
Stanaway, John, coal-merchant, Lawrence Street, Mornington.
Spencer, C. H., carrier, North-east Valley.
Spencer, E., carrier, North-east Valley.
Steven, A., and Co., millers, King Street, Dunedin.
Stevens, J., carrier, Bay View Road, South Dunedin.
Stevens, J. S., carrier, North-east Valley.
Stevenson and Bain, coal-merchants, King Street, Dunedin.

Stevenson, Charles, Mount Street, Port Chalmers.
Stevenson, M., contractor, Cumberland Street, Dunedin.
Stevenson, Mrs., carrier, George Street, Port Chalmers.
Strachan, W., and Co., brewers, Pitt Street, Dunedin.
Strang Bros., contractors, Castle Street, Dunedin.
Sykes, John, coal-merchant, George Street, Port Chalmers.
Snow, William, carrier, Outram.
Stevens, James, carrier, Moreau Street, St. Kilda.
Stevenson, J., carrier, Outram.
Thompson, H., carrier, North-east Valley.
Tilbury Bros., carriers, Bond Street, Dunedin.
Tilbury, R., carrier, North-east Valley.
Turner, W., carrier, North-east Valley.
Turner, W. E., carrier, Ravensbourne.
Umbers, B., carrier, Dundas Street, Dunedin.
Umbers, Thomas, carrier, Castle Street, Dunedin.
Ure, W., carrier, Maori Hill.
Wakelin, H., carrier, Kaikorai.
Walker, James, carrier, North-east Valley.
Walker, Smith, carrier, Upper Rattray Street, Dunedin.
Waronui Coal Company, Vogel Street, Dunedin.
Warrington, R., carrier, Mornington.
Westport Coal Company, Jetty Street, Dunedin.
Whitburn, B., carrier, Union Street, Dunedin.
White, C., carrier, Main South Road, Caversham.
Wiggins, E., carrier, Cutten Street, South Dunedin.
Wilkie, W., carrier, Selwyn Road, North-east Valley.
Wilkinson, Charles, builder, Athol Place, Dunedin.
Williams, John, carrier, Mornington.
Wilson, D., carrier, Hillside, Dunedin.
Wilson, D., carter, Clarendon Street, Dunedin.
Wilson, H. W., carrier, 385 George Street, Dunedin.
Wilson, William, carrier, Barfield, Mornington.
Winton, W., carter, Clarendon Street, Dunedin.
Woodford, H., carrier, Green Island.
Auld, D., Great King Street, Dunedin.
Beveridge, Alexander, Richardson Street, St. Kilda.
Bourke, John, Melbourne Street, Dunedin South.
Burt, George, North-east Valley.
Brown, Thomas W., Neville Street, Caversham.
Crust and Crust, Manse Street, Dunedin.
Cunningham, J., Brunswick Street, Dunedin South.
Christie, W. E., City Road, Roslyn.
Chirnside, Alexander G., Russell Street, Dunedin.
Cockerill, William, North-east Valley.
Casey, P. and W., Leith Walk, North-east Valley.
Caldwell, W. E., Albany Street, Dunedin.
Childs, Leonard C., Glasgow Street, Dunedin South.

Dunedin and Suburban Coal Company, Castle Street, Dunedin.
Edwards Bros., Cargill Road, Dunedin South.
Fleming, James, Mosgiel.
Findlay and Son, Princes Street South, Dunedin.
Fraser, D., David Street, Caversham.
Guthrie, H., Vogel Street, Dunedin.
Gingles, Andrew, St. Andrew Street, Dunedin.
Hancock and Co., J. H., King Edward Street, Dunedin South.
Harbrow, J. W., Maclaggan Street, Mornington.
Hargreaves, —, Caversham.
Henderson Bros and Co., North-east Valley.
Henderson, J. R., Anderson's Bay.
Harris, John H., Mornington.
Hellyer, G., Anderson's Bay.
Howorth, Robert, Bathgate Street, Dunedin South.
Harbrow, A., North-east Valley.
James, John P., Opoho.
Johnston and Robertson, King Edward Street, Dunedin South.
Joyce, A. T., Elgin Road, Mornington.
Kennelly, H. J., Anderson's Bay.
King, John, Athol Place, Dunedin.
Kane, James M., Melbourne Street, Dunedin South.
Larking, George, Cargill Road, Dunedin South.
Logie, Hugh, Brunswick Street, Dunedin South.
Lanham, H. J., McGlashan Street, St. Kilda.
Ledlie, R. H., Eskvale Street, Musselburgh.
Le Page, J., South Dunedin.
Lindsay and Columb, Princes Street, South Dunedin.
Langley, Maurice, Frederick Street, Dunedin.
Macfie, J., and Co. (Limited), Castle Street, Dunedin.
Mitchell, James, Great King Street, Dunedin.
Mullin, M. H., McBride Street, Dunedin South.
Meiklejohn, Thomas, Mornington.
Muirhead, W., Albany Street, Dunedin.
McCracken, S., Caversham.
McKewen, J., Cumberland Street, Dunedin.
McCurdy, James, King Edward Street, Dunedin South.
McDonald Bros., City Road, Roslyn.
McDonald, David, Macandrew Road, Dunedin South.
McDonald, James, King Edward Road, Dunedin South.
McLean, James D., Gray Street, St. Kilda.
New Zealand Express Company (Limited), Bond Street, Dunedin.
Neiper, Charles, David Street, Caversham.
O'Reilly, Edward, Cumberland Street, Dunedin.
Purdie, James L., Great King Street, Dunedin.

Purton Bros., Kaikorai.
Rutherford, Robert, Caversham.
Reekie, C. J., Bayfield, Anderson's Bay.
Ramsay, Alexander, Kaikorai.
Robinson, Thomas, Glen Road, Mornington.
Robinson, L. H., 442 Leith Street, Dunedin.
Riley, James, Cumberland Street, Dunedin.
Spencer and Dunkley, Vogel Street, Dunedin.
Sanders Bros., Maclaggan Street, Dunedin.
Taylor, Alfred, 279 Princes Street, Dunedin.
Turner, Thomas, North-east Valley.
Tyson, John, Princes Street, Musselburgh.
Wilson and Mulholland, Ward Street, Dunedin.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 4th day of November, 1912, and shall continue in force until the 18th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 18th day of October, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. (*a.*) Except where otherwise provided, a week's work shall not exceed forty-eight hours, exclusive of the time required for necessary attendance to horses, which shall not exceed eight hours in any one week.

(*b.*) Any work other than attendance to horses done before 7 a.m. or after 7 p.m. shall be paid for at overtime rates as hereinafter specified, whether or not the weekly limit shall have been exceeded.

(*c.*) The foregoing provisions shall not apply to workers whose hours of work are prescribed by the Shops and Offices Act.

(*d.*) Employers shall be at liberty to make special arrangements as to their hours of work with drivers attending early and late trains and steamers, or employed in the collection or delivery of mails.

(*e.*) Employers shall be at liberty to make special arrangements as to their hours of work with drivers making trips beyond the limits fixed for the operation of this award with drivers employed in connection with town and suburban parcels or furniture-delivery, meat-works, abattoirs, and stone-quarries, and at sand and gravel carting, or nightsoil and municipal scavengering work, provided that in each case the total number of hours of work in the week as hereinbefore prescribed shall not be exceeded, and in the case of these drivers overtime shall only be paid for any time worked in any week in excess of the hours herein prescribed.

(*f.*) The hours of drivers employed by aerated-water and cordial makers shall be forty-eight hours per week during the months of April to October inclusive, and sixty hours per week during the rest of the year. These hours shall include time occupied in necessary attendance to horses.

(*g.*) One hour shall be allowed for dinner, if feasible.

(*h.*) The employer shall provide a time-book, in which each driver shall enter daily the total hours for which he is entitled to be paid, stating the overtime (if any). The employer shall within twenty-four hours have the time verified and the book initialled.

Wages.

2. (*a.*) The minimum wages for drivers shall be as follows: For those driving and attending to one horse, £2 8s. per week; for those driving and attending to two or more horses, £2 12s. per week.

(*b.*) These wages shall extend to and cover attendance to horses on Sundays, week-days, and holidays, subject to the limit hereinbefore prescribed.

(*c.*) No deduction shall be made from such wages for any cause save for time lost through the worker's own default or sickness.

Casual Drivers.

3. (*a.*) Casual drivers shall be paid at the rate of 1s. 1½d. per hour for a driver driving and attending to one horse, and at the rate of 1s. 3d. per hour for a driver driving and attending to two or more horses. Overtime shall be paid to such drivers at the respective rates of 1s. 3d. and 1s. 6d. per hour, and shall commence after nine and a half hour's work shall have been worked in any one day. In the case of casual drivers the whole time worked, including time attending to horses, is to be computed as time or overtime, as the case may be.

(*b.*) A worker shall be deemed to be a casual driver who is not employed continuously for one week or more.

(*c.*) For work done on Sunday, Christmas Day, or Good Friday a casual driver shall be paid at the rate of 2s. 6d. per hour, save for the time attending to horses, which shall be paid for at the ordinary rate.

Employment of Youths.

4. (*a.*) Except where otherwise expressly provided, employers shall be at liberty to employ youths above the age of eighteen years at not less than the following wages: From eighteen to nineteen years, £1 5s. per week; from nineteen to twenty years, £1 10s. per week; from twenty to twenty-one years, £1 15s. per week.

(*b.*) The number of youths so employed shall not exceed one to each employer, firm, or company employing one driver, and one for each complete four additional drivers.

(*c.*) Employers who carry on business as bakers shall be at liberty to employ youths at not less than the following wages: Under the age of eighteen years, 12s. 6d. per week and found, or £1 per week dry pay; from eighteen to nineteen years, 15s. per week and found, or £1 2s. 6d. dry pay; from nineteen to twenty years, 18s per week and found, or £1 8s. dry pay; from twenty to twenty-one years, £1 per week and found, or £1 10s. dry pay.

(*d.*) The number of youths to be employed under the last preceding clause shall not exceed one to each employer employing not more than one driver, and one to each complete additional three drivers: Provided that any employer who is unable to find employment for a fully paid driver may employ one youth.

(*e.*) The minimum weekly wage prescribed by this clause shall be deemed to extend to and cover attendance to horses on Sundays, week-days, and holidays, subject to the limit hereinbefore prescribed.

(*f.*) The rate of overtime and payment for work done on holidays for youths shall be as follows: Under twenty years of age, 9d. per hour; twenty years of age and over, 1s. per hour.

Holidays.

5. (*a.*) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Anniversary Day (if observed as a public holiday), birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

(*b.*) When any of these holidays is generally observed on any other day such other day shall be deemed to be the holiday for the purposes of this award.

(*c.*) Any employer may substitute another day for the birthday of the reigning Sovereign or Boxing Day.

(*d.*) The holidays for drivers working for employers whose principal business is governed by another award shall be the holidays provided in such other award.

(*e.*) Drivers employed by fishmongers, laundrymen, and aerated-water and cordial makers may be required to serve customers on holidays without extra payment, but the employers shall so arrange their business that the smallest amount of work reasonably practicable shall be done on such days. The time so occupied shall count as part of the week's work specified in clause 1 hereof.

(*f.*) For work done on Sunday, Christmas Day, or Good Friday, other than attendance to horses, drivers shall be paid at the rate of not less than 2s. per hour. For work other than attendance to horses done on any of the other holidays mentioned in this award drivers shall be paid at the rate of not less than 1s. 3d. per hour. The above payments shall be in addition to the weekly wages.

Overtime.

6. Overtime shall be paid for at the rate of 1s. 3d. per hour for all time worked beyond the hours prescribed in clause 1 hereof.

Drivers' Duties.

7. It shall be part of the ordinary duty of a driver to assist when required in loading and unloading his employer's vehicles, and his employer may employ him at other than carting-work for the purpose of filling in time.

Stable-work.

8. In all stables where fourteen or more horses are kept the employer shall provide a man whose duties shall be to keep the stables clean and mix the feed. The drivers shall in turn take a "week on" to assist him in feeding and watering all horses, subject to the provisions of clause 1 of this award.

Boarding.

9. An employer may enter into an agreement with a driver to provide him with suitable board and lodging, and to deduct the price thereof from his wages at a rate not exceeding 17s. per week.

Payment of Wages.

10. Wages, including overtime, shall be paid weekly or fortnightly on a day to be from time to time fixed in advance by the employer.

Term of Engagement.

11. In the case of workers other than casual hands a week's notice of dismissal or of resignation shall be given by the employer or the worker, but this shall not prevent any employer from dismissing any worker for good cause.

Under-rate Workers.

12. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker, after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

13. (*a.*) In the event of any employer hereafter engaging any worker, other than a youth, who shall not be a member of the union, and who within fourteen days after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union who is equally

qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

(*b.*) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any person of good character and sober habits who is employed as a driver to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Matters not provided for.

14. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Exemptions.

15. (*a.*) This award shall not apply to any employer, although named as a party hereto, who is bound by the provisions of any other award in relation to drivers employed by him.

(*b.*) Employers of drivers of vehicles and teams used by agricultural and sheep farmers, nurserymen, and orchardists, exclusively for work in connection with their farms or orchards, or for carting goods produced on or for the use of such farms or orchards, are exempt from the conditions of this award.

(*c.*) The provisions of this award shall not apply to livery-stable keepers, coach, bus, or cab proprietors, medical men, or to dairymen when engaged in delivering milk to customers.

(*d.*) The provisions of this award shall not apply to drivers employed solely in connection with the business carried on in meat-works and freezing-works.

(*e.*) The provisions of this award shall not apply to country sawmillers so far as relates to the cartage of timber from their sawmills to their own yards, or contracts, or to railway-trucks.

Applications for Exemptions.

16. The Court reserves to itself power to exempt from the operation of this award any employer named as a party hereto who has not been joined as a party to any previous award in connection with drivers, and who is engaged in any business which has not been brought under the operation of any such previous award.

Existing Contracts.

17. The provisions of this award shall not apply to any work done in connection with contracts entered into before the 1st day of September, 1912, and uncompleted, but an employer shall not be entitled to the benefit of this clause unless he shall, within one month from the date on which this award is filed, give to the local Inspector of Awards notice in writing of the contracts in respect of which he claims exemption, stating the date of such contract, the name of the person or body with whom the same has been made. and the nature of the work and where the work is to be performed.

Scope of Award.

18. The operation of this award is limited to the area lying within a radius of twenty-five miles from the Chief Post-office in the City of Dunedin.

Term of Award.

19. This award shall come into force on the 4th day of November, 1912, and shall continue in force until the 18th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 18th day of October, 1912.

W. A. Sim, Judge.

MEMORANDUM.

It was proposed by the Drivers' Federation to apply for a Dominion award under the Act of 1911, but, owing to the defective legislation on the subject, this was found to be impossible. Applications for local awards were made, therefore, in Auckland, Gisborne, Wellington, Wanganui, Napier, Christchurch, and Dunedin, and these were heard as one dispute in Wellington on the 17th and 18th days of September last. They were treated as being in substance, though not in form, applications for a Dominion award.

The principal changes made by the new awards in existing conditions are these:—

1. Attendance to horses has been limited to eight hours per week. There is no doubt that in the past some employers have made an improper use of the right to require a driver to attend to horses without any limit as to time, and some restriction on the subject is necessary.
2. The time occupied by a driver in going from and returning to the stable is to count as part of his working-hours.
3. The wages of drivers have been increased. In the City of Wellington the increase is 1s. per week. In Auckland, Christchurch, and Dunedin the increase is 4s. per week.
4. The rates for casual drivers have been increased.

The Auckland City award is limited to the area lying within a radius of ten miles from the Chief Post-office there, as only employers in or about the city were made parties to the dispute. A similar award will be made to operate in Hamilton when the necessary application is made to the Court.

The position is the same with regard to the Christchurch award. A similar award will be made to operate in Timaru and Ashburton when the necessary application is made to the Court.

Three awards have been made in the Wellington District, as there are three unions there, and three separate disputes were originated there.

It was impossible to consider individual applications for exemption, and a general clause has been introduced giving the Court power to exempt any employers who have not been bound by awards previously made in connection with drivers, and who are engaged in any business not previously brought under the operation of such an award.

W. A. Sim, Judge.

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(**2647.**) ROTORUA TOURIST ACCOMMODATION AND BOARDING-HOUSE WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Hotel and Restaurant Employees' (Rotorua Branch) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Arawa House (P. J. Hammond), Rotorua.
Armadale House (Mrs. Wilmott), Rotorua.
Australia House (J. N. McLean), Rotorua.
Brooklyn House (Mrs. Watson), Rotorua.
Bathgate House (S. T. Brent), Rotorua.
Bungalow House (Mrs. K. C. Constant), Rotorua.
Carlton House (W. Frost), Rotorua.
Commonwealth House (Mr. Mangham), Rotorua.
Central House (Mrs. Perrin), Rotorua.
Devonshire House (Mrs. W. Bradley), Rotorua.
Edinburgh House (Mrs. A. Campbell), Rotorua.
Empire House (J. N. McLean), Rotorua.
Fenton House (Miss Brennen), Rotorua.
Grand Vue House (Mrs. H. Pearce), Rotorua.
Hinemoa House (Mrs. Scott), Rotorua.
Kia Ora House (E. M. Brackebush), Rotorua.

Langham House (G. Buckthought), Rotorua.
Mansions House (J. Woolliams), Rotorua.
Metropole Private Hotel (J. Dewyer), Rotorua.
Milford House (Mrs. I. Cross), Rotorua.
Montrose House (Mrs. H. Burns), Rotorua.
Park View House (Mrs. Astley), Rotorua.
Queensland House (Mrs. Pepper), Rotorua.
Ranwick House (Mrs. Wrathall), Rotorua.
Rocky Nook House (J. Wilson), Rotorua.
Sandringham House (Miss Seabury), Rotorua.
Sonoma House (Miss Ellis), Rotorua.
St. Elmo House (J. Gordon), Rotorua.
Thirwell House (P. B. Giles), Rotorua.
Waihi House (Maui Tinuhau), Rotorua.
Waiwera House (J. F. Falloona), Rotorua.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 18th day of November, 1912, and shall continue in force until the 25th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 25th day of October, 1912.

W. A. SIM, Judge.

SCHEDULE.

Wages.

1. The following shall be the minimum weekly wages for the following classes of workers in boardinghouses: Kitchen — Male cook, £2; any other male worker employed in the kitchen or scullery, £1 5s.; female cook, £1 10s.; any other female worker employed in the kitchen or scullery, £1. Pantry — Males, £1; females, 16s. Porters and generals, £1. Waitresses, 16s. Housemaids, 16s. Laundresses, £1 2s. 6d.

Board and Lodging.

2. Where board is not provided, workers shall be paid 10s. per week in addition to the above rates. Where lodging is not provided they shall each receive an additional sum of 5s. per week: Provided always that if an employer is willing, and offers to provide suitable lodging for any worker, and such worker prefers to lodge elsewhere, no allowance shall then be paid to such worker for lodging.

Hours of Work.

3. (*a.*) A week's work for all classes of workers covered by this award shall not exceed sixty-five hours.

(*b.*) Subject to the special provisions hereinafter contained, not more than twelve hours shall be worked by any worker in one day.

(*c.*) In cases of emergency a worker may be required to work more than twelve hours in any one day; but for the time so worked in excess of twelve hours time off shall be allowed at the rate of time and a half, and for the purposes of this clause each week shall stand by itself.

(*d.*) During the weeks in which Christmas Day, New Year's Day, Good Friday, and Easter Monday respectively occur a worker may be required to work more than twelve hours in any one day, provided the worker is paid overtime at the rate hereinafter prescribed for the time so worked in excess of twelve hours.

(*e.*) On other special occasions workers may, with the previous consent in writing of the union, be required to work more than twelve hours in any one day, provided they are paid overtime at the rate hereinafter prescribed for the time so worked in excess of twelve hours.

(*f.*) Each employer shall be entitled to arrange on the previous evening the hours of work for each day to suit the requirements of his particular business, subject to the following conditions: Dining-rooms—The hours of waitresses shall not exceed twelve hours per day, and, subject to the special provisions hereinbefore contained, shall be worked between the hours of 5 a.m. and 11 p.m. Kitchen—The hours for cooks and kitchen hands shall not exceed twelve hours per day, and, subject to the special provisions hereinbefore contained, shall be worked between the hours of 5 a.m. and

9 p.m. Pantry — The hours of pantry hands shall not exceed twelve hours per day, and, subject to the special provisions hereinbefore contained, shall be worked between the hours of 5 a.m. and 9 p.m.

Overtime.

4. Where more than sixty-five hours shall have been worked in any one week, overtime at the rate of 9d. per hour shall be paid to workers receiving £1 10s. per week or less, and at the rate of time and a half to those receiving more than £1 10s. per week. Overtime shall be paid at the same rate for time worked beyond the twelve hours in any one day where such work is authorized by this award, and is not to be paid for in time off.

Half-holidays.

5. (*a*.) Each worker shall be allowed one half-holiday in each week from the hour of 2 p.m. An employer shall be entitled to require any worker in his employment to perform for his ordinary wages the work usually done by any worker who is away on his or her half-holiday.

(*b*.) In cases of necessity, housemaids, waitresses, porters, and porter-kitchenmen may be required to work on the half-holiday from 6 p.m. to 7 p.m., provided they are notified thereof before noon of the day on which they are required to work, and they are paid for the time so worked at the rate of 9d. per hour.

Payment of Wages.

6. Wages shall be paid weekly unless otherwise agreed. Where no agreement is made in writing fixing the period of notice, then a notice of not less than forty-eight hours shall be given by either party of the termination of the service. Employers shall be entitled to keep in hand two days' pay.

Meal-hours.

7. Not less than half an hour shall be allowed to every worker for each meal.

Preference.

8. If any employer shall hereafter engage any worker who shall not be a member of the union, and who within one calendar month after his or her engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done and ready and willing to undertake the same. In considering the qualifications of the member offered to replace the non-member, the employer, when the worker is a waiter or waitress, shall be entitled to take into account such matters as the personal appearance and manners of the two workers, and generally their respective suitability for the work required to be done.

9. The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any person of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Scope of Award.

10. This award is limited to the parties named herein, but the Court reserves to itself power to add other persons as parties thereto.

Term of Award.

11. (*a.*) The provisions of this award shall continue in force until any change is made by legislation in any of the conditions fixed by this award. On any such change being made all the foregoing provisions of this award shall cease to operate, and thereafter during the term of this award the following provisions shall be in force: Subject to any legislative provisions on the subject, the hours of work, wages, and other conditions of work of all workers coming within the scope of this award shall be fixed by agreement between each employer and the individual workers employed by him.

(*b.*) This award shall come into force on the 18th day of November, 1912, and shall continue in force until the 25th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 25th day of October, 1912.

W. A. Sim, Judge.

MEMORANDUM.

The only difference between this award and the previous award (Book of Awards, Vol. xi, p. 149) is that a preference clause has been inserted.

The union, in addition to the usual application for shorter hours and better pay, put forward demands which involved an alteration in practically every clause of the previous award. It was unable to advance any reasonable ground for granting any of these demands, and the only alteration made is the granting of preference.

It appeared from the evidence that some employers were making an improper use of the power given by clause 5 (*b*) of the award to bring certain workers back to work between 6 and 7 on the day of their half-holiday. This clause is intended to apply only to cases of emergency, and does not permit an employer to bring any of the specified workers back to work as a regular practice.

W. A. Sim, Judge.

(2648.) NORTHERN DISTRICT IRON AND BRASS MOULDERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Iron and Brass Moulders' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Auckland—
  Adams and Co., Albert Street.
  Beaney and Sons, Arch Hill.
  Burt, A. and T., Customs Street West.
  Collings, A., Freeman's Bay.
  City Engineering Company, Victoria Lane.
  Fowler, F. W., Elliott Street.
  Fraser and Sons, Stanley Street.
  Hoiland and Gillett, Stanley Street.
  Lee, V., Cleave Avenue.
  McIntyre, J., Onehunga.
  Millar and Paterson, Breakwater Road.
  Masefield and Co., Albert Street.
  Massey Bros. (Limited), Customs Street West.
  McCoskrie and Son, Federal Street.
  Nicholls Bros., Stanley Street.
  Parker and Co., Quay Street.
  Proud, G., Cleave Avenue.
  Phillips, Heald, and Smith, Hobson Street.
  Rae and Riddling, Customs Street West.
  Seagar Bros., Hobson Street.
  Smith and Veale, Sale Street.
  Stone, J., Manukau Road.
  United Repairing Company, Quay Street.
  Wilson and Kelly, Federal Street.
  Wilkinson, Ross, and Cox, Nelson Street.

Gisborne—
  Niven and Co.
  Preddy, G. F.
Hamilton—
  Niven and Co.
  Treloar, S. P.
Rawena—
  Symons, A. C.
Rotorua—
  Hale, S. and M.
Tauranga—
  Davies Bros.
  Jonassen, A. C.

Thames—
  Battson, F.
  Garratt, J.
  Judd, C. (Limited).
  Price, A. and G.

Waihi—
  Waihi Gold-mining Company

Whangarei—
  Smith, D. C.
  Whangarei Engineering Company.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 16th day of December, 1912, and shall continue in force until the 2nd day of December, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 2nd day of December, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. Forty-seven hours shall constitute a week's work, of which eight hours and a half shall be worked on each working-day except Saturday, and four hours and a half on Saturday.

Overtime.

2. All time worked in excess of the time mentioned in clause 1 hereof in any one day shall be paid for at the rate of time and a quarter for the first two hours, and thereafter at the rate of time and a half.

Holidays.

3. (*a.*) Work done on New Year's Day, Easter Monday, or the King's Birthday shall be paid for at the rate of time and a half.

(*b.*) Work done on Sunday, Good Friday, Labour Day, or Christmas Day shall be paid for at the rate of double time.

Wages.

4. The minimum wage for journeymen moulders (except machine moulders) shall be 1s. 4½d. per hour, and for machine moulders 1s. 3d. per hour.

Apprentices.

5. (*a.*) An employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rate of wages, viz.: For the first year, 5s. per week; for the second year, 10s. per week; for the third year, 15s. per week; for the fourth year, £1 per week; for the fifth year, £1 5s. per week.

(*b.*) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship. The obligation of the apprentice to serve the employer shall be deemed a duty enforceable under this award.

(*c.*) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice, he shall give him a certificate for the time served, and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(*d.*) An employer taking an apprentice shall give notice thereof, and of the name of the apprentice, to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly, within one week thereof, give notice of such transfer to such Inspector.

(*e.*) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work. But such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(*f*.) When an apprentice is discharged for cause, the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories.

(*g*.) All time lost by an apprentice through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship, but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

(*h*.) An employer shall not be bound to pay an apprentice for time lost through the default of the apprentice, or by his voluntary absence from work with the consent of his employer; but an employer shall not be entitled to make any deduction from the wages of an apprentice for time lost through sickness or any cause other than those hereinbefore specified.

(*i*.) The proportion of apprentices shall be not more than one to every two journeymen moulders or fraction of the first two.

Improvers.

6. An apprentice after serving his apprenticeship may be employed as an improver at the rate of not less than 11d. per hour for one year after the expiration of his apprenticeship, and thereafter for another year at the rate of not less than 1s. 3d. per hour.

Country Work.

7. (*a*.) For country work the employer shall pay the fare of the worker both ways, and a proper allowance at current rates shall be made to the worker for necessary meals. When the worker is employed at such a distance that he is unable to return to his home at night, suitable board and residence shall be provided at the employer's expense.

(*b*.) Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours in a day.

(*c*.) Where a worker is employed on country work at such a distance that he is unable to return to his home at night, he may agree with his employer to work at ordinary rates in excess of the hours prescribed by clause 1 hereof.

Under-rate Workers.

8. (*a*.) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards, or such other person as the Court may from time to time appoint for that purpose, and such Inspector or other person in

so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period not exceeding six months as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

9. (*a.*) If any employer shall hereafter engage any journeyman moulder who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement, and remain such member, the employer shall dismiss such journeyman from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(*b.*) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any journeyman moulder of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Matters not provided for.

10. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector, may appeal to the Court upon giving written notice of such appeal to the other party within

seven days after such decision shall have been communicated to the party desiring to appeal.

Term of Award.

11. This award shall come into force on the 16th day of December, 1912, and shall continue in force until the 2nd day of December, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 2nd day of December, 1912.

W. A. Sim, Judge.

MEMORANDUM.

A similar award to the present has been made in the other three principal industrial districts, and the award in effect is a Dominion award, though not so in form The general provisions are the same, in substance, as those contained in the engineering award made in 1910.

In the Canterbury District core-making is left the same as it was under the award made in 1905 and under the one made in 1908 (Book of Awards, Vol. vi, p. 224; Vol. ix, p. 444). The following passage is quoted from the reasons given for the award made in 1905: "It is not necessary to make special provision for core boys not learning the trade of ironmoulding, as we do not think that they should be reckoned as or treated as apprentices."

In Dunedin some core-making is done by workers who are not journeymen moulders or apprentices. There was no information before the Court as to the practice in the other two districts. The intention of the Court is that the present award shall not interfere with the existing practice on the subject in any district.

W. A. Sim, Judge.

(2649.) GISBORNE FREEZING-WORKS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Poverty Bay Freezing-works Industrial Union of Workers (hereinafter called "the union") and the Gisborne Sheep-farmers' Frozen Meat Company (Limited) and Nelson Bros. (Limited) (hereinafter called "the employers").

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 18th day of November, 1912, and shall continue in force until the 13th day of November, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 13th day of November, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. Except in the case of those working on piecework or unless otherwise herein provided, or when otherwise mutually agreed upon, the ordinary hours of work shall be eight hours and a half on five days of the week and five hours and a half on Saturday. The hours of work shall be between 6 a.m. and 6 p.m. on weekdays, and between 6 a.m. and 12.30 p.m. on Saturdays.
2. The starting-hour shall be regulated from time to time by the employer to meet the requirements of the business.
3. Men working in shifts shall work eight hours out of the twenty-four at ordinary rates of pay.
4. No longer period than five hours shall be worked between meals except in the case of finishing or on Saturdays, when thirty minutes extra may be worked.

Overtime.

5. All time worked beyond the hours hereinbefore specified shall be paid for at the rate of time and a half on Saturday, and at the rate of time and a quarter on other days.

Rates of Pay.

6. The minimum rates of pay for the several classes shall be as follows:—

	Per Hour.		
	£	s.	d.
Cooling-floor, general hands	0	1	1½
Graders	0	1	4½
Boners	0	1	4½
Trimmers	0	1	3
Gut-house hands and truckmen	0	1	1½
Paunch-cutters	0	1	1½
Hide-washers	0	1	1½
Fat-house hands	0	1	1½
Blood and manure hands	0	1	3
Beef slaughtermen's assistants	0	1	1½
Fellmongery hands—			
Wool-presser and general floor hands	0	1	1½
Painters, fleshers, scudders, wool-driers, all dollymen, wool-scourers, trimmers, and wringers	0	1	3
Skin-truckers	0	1	1½
Pelt-classer	0	1	4½
Piece or pie men (or by contract as at present in force)	0	1	1½
	Per Hundred.		
Pullers—piecework	0	4	6

all through the season. When pieceworkers are called upon to work overtime or on holidays the rates prescribed for such overtime or holidays shall be paid.

	Per Hour.		
	£	s.	d.
Freezing-chamber hands—			
All hands	0	1	4½

When loading out men may be called upon to work eight hours at any time between 12 p.m. and 12 p.m. All time worked beyond eight hours shall be paid for at overtime rates.

	Per Hour.		
	£	s.	d.
Preserving department—			
Tinsmiths	0	1	3
Other hands	0	1	1½
Boys and youths—	Per Week.		
Under 15 years of age	0	12	6
From 15 to 16 years of age	0	18	0
,, 16 ,, 17 ,,	1	5	0
,, 17 ,, 18 ,,	1	7	6
,, 18 ,, 19 ,,	1	10	0
Over 19 years of age	2	0	0

Miscellaneous workers—	Per Hour.
Blacksmiths, fitters, and moulders	0 1 4½
Coopers	0 1 3
Lime-burner	0 1 3
Tallymen on shoot	0 1 3
	Per Shift.
Firemen (per shift of eight hours)	0 10 0
Greasers (per shift of eight hours)	0 10 0

Firemen and greasers shall work, if required, seven days per week without any extra payment for work done on holidays or Sundays. They shall be allowed seven days' leave per annum on full pay.

Night-watchmen, at present wages and conditions.
Carters, at present wages and conditions.
All unspecified labour, 1s. 1½d. per hour.

Holidays.

7. (*a.*) The following days shall be observed as holidays: 1st January, Christmas Day, Boxing Day, Good Friday, Easter Monday, Sovereign's Birthday, and Labour Day; also two other days to be arranged between the employers and the union.

(*b.*) All work done on Christmas Day, Good Friday, or Sundays shall be paid for at the rate of double time, and on other holidays at the rate of time and a half.

General Clauses.

8. A minimum of two hours shall be paid to men who are called out to work for less than two hours.

9. In cases where a weekly wage is fixed no deduction shall be made therefrom except for time lost through the worker's own default. In all other cases the worker shall be entitled to be paid only for time actually worked by him, except in cases to which clause 7 of this award applies.

10. Subject to the special provisions in this award contained, the employers shall retain and have full power to manage and control their own business, and the conduct of their employees in connection therewith, and to make reasonable rules and regulations not inconsistent with the provisions of this award relating to the management thereof and to the hiring, conduct, duties, and dismissal of persons in their employment.

11. Where contracts are let all contractors shall pay the workers employed by them the minimum rate of wages prescribed by this award. The employers shall make it a binding term of any such contract that the contractor shall comply with this condition.

12. Smocks, gloves, and all material for leggings and aprons shall be supplied by the employers to such men as may require them.

13. Spells of a reasonable time shall be allowed at intervals to men who are in a heated condition through working outside, to cool before entering the freezing-chamber. No deduction shall be made from the worker's wages on account of such spells.

14. Spells for smoking shall be allowed to slaughter-house hands and freezing-chamber hands. Such spells shall not exceed ten minutes, and shall be given as nearly as conveniently may be at intervals of two hours.

15. All continuous work done in chambers or chiller shall be paid for at chamber rates: Provided that this clause shall not apply to Nelson Bros. (Limited) in so far as their cooling-floor is concerned.

Under-rate Workers.

16. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of such worker after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or person in so fixing a worker's wage shall have regard to such worker's capability, his past earnings, and such other circumstances as such Inspector or person may think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period not exceeding six months as such Inspector or person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer before employing a worker at such lower wage to examine the permit or agreement by which such wage is fixed.

Preference.

17. (*a.*) If any employer shall hereafter engage any worker who shall not be a member of the union, and who within one calendar month after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then

a member of the union who is equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

(*b*.) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any worker coming within the scope of this award to become a member of the said union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Exemption.

18. The provisions of this award shall not apply to permanent hands employed continuously throughout the year, or to engineers, storemen, bag-room hands, yardmen, and shepherds.

Scope of Award.

19. This award shall bind only the parties named herein.

Term of Award.

20. This award shall come into force on the 18th day of November, 1912, and shall continue in force until the 13th day of November, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 13th day of November, 1912.

W. A. SIM, Judge.

MEMORANDUM.

The terms of the award made in 1910 (Book of Awards, Vol xi, p. 350) in connection with the Poverty Bay Freezing-works were agreed on by the parties themselves.

The union now asks for a considerable increase in the wages of all workers included in that award. In support of this application it relies on the agreement made in June last (Book of Awards, Vol. xiii, p. 309) by the two Wellington meat companies, and also on the agreements made recently in connection with the meat-works at Wanganui, Masterton, and Patea.

Under these agreements the lowest wage to be paid for unskilled labour of any kind is 1s. 3d. per hour, and the wages to be paid to the other workers are based on this as a minimum. The highest wage fixed by the Court for general unskilled labour is 1s. 1½d. per hour, and awards with this as a minimum have been made recently in the Wellington and Taranaki Districts. In the opinion of the Court it would not be justified in treating 1s. 3d. per hour as the proper minimum for unskilled labour, and the award now made is based on 1s. 1½d. per hour as the minimum for that class of labour.

The Court is in the habit of giving great weight to agreements made by the parties to an industrial dispute when it is clear that these agreements have been made voluntarily, and that employers admit that the wages fixed thereby are fair remuneration for the work in question. We are not satisfied, however, that the agreements relied on in this case are of this character. There was no information before the Court from the companies concerned as to the circumstances in which the agreements were made; but it is difficult to believe that the companies would have agreed voluntarily to fix 1s. 3d. per hour as a minimum for unskilled labour, and there is ground for suspecting that the agreements must have been obtained by pressure which the companies at the time were unable to resist. The Court, therefore, cannot accept these agreements as a basis for making awards in similar cases.

The other provisions of the award are the same, for the most part, as those contained in the last award.

W. A. Sim, Judge.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

2650.) OTAGO AND SOUTHLAND IRON AND BRASS MOULDERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Dunedin Iron and Brass Moulders' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Anderson, J., and Co., Moray Place, Dunedin.
Brinsley, R., and Co., Cumberland Street, Dunedin.
Burt, A. and T., and Co. (Limited), Cumberland Street, Dunedin.
Barningham, Messrs., and Co., George Street, Dunedin.
Christie, J. and T., George Street, Dunedin.
Christie, R. L., and Co., Gorton Street, Gore.
Coutts, J., and Co., King Street, Dunedin.
Cossens and Black, Crawford Street, Dunedin.
Dunedin Foundry and Engineering Company, Crawford Street, Dunedin.
Faulkner, J. and W., Castle Street, Dunedin.
Gardiner, W., and Co., Mataura.
Gore Engineering Company, Gore.

Garside, Joseph, Castle Street, Dunedin.
Hay, Jabez, Ythan Street, South Invercargill.
Ingram, W., and Son, Rattray Street, Dunedin.
Jack, J., Oamaru.
Johnston, J., and Sons (Limited), Invercargill.
Langmuir, Sim, and Co., Leet Street, Invercargill.
Marshall, D., Invercargill.
McAlister, J., and Co., Invercargill.
McGregor, J., and Co., Mason Street, Dunedin.
Methven and Co., Crawford Street, Dunedin.
Millis, R., and Son, Bath Street, Dunedin.
Morrison, A., and Co., Moray Place, Dunedin.
Newberry, Walker, and Co., Ward Street, Dunedin.
Otago Central Foundry and Engineering Company, Alexandra.
Reid and Gray, Princes Street, Dunedin.
Shacklock, H. E., and Co. (Limited), Dunedin.
Sparrow, Joseph, and Co., Rattray Street, Dunedin.
Southland Engineering Company, Invercargill.
Stevenson and Cook, Port Chalmers.
Wilkinson, Callan (Limited), Tewsley Street, Dunedin.
Walker, J., and Son, Invercargill.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 16th day of December, 1912, and shall continue in force until the 2nd day of December, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 2nd day of December, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. Forty-seven hours shall constitute a week's work, of which eight hours and a half shall be worked on each working-day except Saturday, and four hours and a half on Saturday.

Overtime.

2. All time worked in excess of the time mentioned in clause 1 hereof in any one day shall be paid for at the rate of time and a quarter for the first two hours, and thereafter at the rate of time and a half.

Holidays.

3. (*a.*) Work done on New Year's Day, Easter Monday, or the King's Birthday shall be paid for at the rate of time and a half.

(*b.*) Work done on Sunday, Good Friday, Labour Day, or Christmas Day shall be paid for at the rate of double time.

Wages.

4. The minimum wage for journeymen moulders (except machine moulders) shall be 1s. 4½d. per hour, and for machine moulders 1s. 3d. per hour.

Apprentices.

5. (*a.*) An employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rate of wages, viz.: For the first year, 5s. per week; for the second year, 10s. per week; for the third year, 15s. per week; for the fourth year, £1 per week; for the fifth year, £1 5s. per week.

(*b.*) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship. The obligation of the apprentice to serve the employer shall be deemed a duty enforceable under this award.

(*c.*) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice, he shall give him a certificate for the time served, and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(*d.*) An employer taking an apprentice shall give notice thereof, and of the name of the apprentice, to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly, within one week thereof, give notice of such transfer to such Inspector.

(*e.*) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(*f.*) When an apprentice is discharged for cause, the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories.

(*g.*) All time lost by an apprentice through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship, but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

(*h.*) An employer shall not be bound to pay an apprentice for time lost through the default of the apprentice, or by his voluntary absence from work with the consent of his employer; but an employer shall not be entitled to make any deduction from the wages of an apprentice for time lost through sickness or any cause other than those hereinbefore specified.

(*i.*) The proportion of apprentices shall be not more than one to every two journeymen moulders or fraction of the first two.

Improvers.

6. An apprentice after serving his apprenticeship may be employed as an improver at the rate of not less than 11d. per hour

for one year after the expiration of his apprenticeship, and thereafter for another year at the rate of not less than 1s. 3d. per hour.

Country Work.

7. (*a.*) For country work the employer shall pay the fare of the worker both ways, and a proper allowance at current rates shall be made to the worker for necessary meals. When the worker is employed at such a distance that he is unable to return to his home at night, suitable board and residence shall be provided at the employer's expense.

(*b.*) Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours in a day.

(*c.*) Where a worker is employed on country work at such a distance that he is unable to return to his home at night, he may agree with his employer to work at ordinary rates in excess of the hours prescribed by clause 1 hereof.

Under-rate Workers.

8. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards, or such other person as the Court may from time to time appoint for that purpose, and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period not exceeding six months as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

9. (*a.*) If any employer shall hereafter engage any journeyman moulder who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement, and remain such member, the employer shall dismiss such journeyman from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(*b.*) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any journeyman moulder of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Matters not provided for.

10. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Term of Award.

11. This award shall come into force on the 16th day of December, 1912, and shall continue in force until the 2nd day of December, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 2nd day of December, 1912.

W. A. SIM, Judge.

MEMORANDUM.

A similar award to the present has been made in the other three principal industrial districts, and the award in effect is a Dominion award, though not so in form. The general provisions are the same, in substance, as those contained in the engineering award made in 1910.

In the Canterbury District core-making is left the same as it was under the award made in 1905 and under the one made in

1908 (Book of Awards, Vol. vi, p. 224; Vol. ix, p. 444). The following passage is quoted from the reasons given for the award made in 1905: "It is not necessary to make special provision for core boys not learning the trade of ironmoulding, as we do not think that they should be reckoned as or treated as apprentices."

In Dunedin some core-making is done by workers who are not journeymen moulders or apprentices. There was no information before the Court as to the practice in the other two districts. The intention of the Court is that the present award shall not interfere with the existing practice on the subject in any district.

W. A. Sim, Judge.

(2651.) OTAGO AND SOUTHLAND COACHWORKERS AND WHEELWRIGHTS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Otago Coachworkers and Wheelwrights' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Aitken, G. B., Alexandra.
Appleby, W., Kurow.
Allison, W., Wyndham.
Andrews, T., Roxburgh.
Barnes, John, Great King Street, Dunedin.
Barnes, R. H., Portobello.
Bryce, J. and T., Milton.
Boyd, W., Severn Street, Oamaru.
Ball, A., Naseby.
Blyth, Peter A., Winton.
Bath, J., and Son, Yarrow Street, Invercargill.
Brander and Watt, Dunback.
Bennett, M., Owaka.
Cottle, James, Great King Street, Dunedin.
Clark, James, Balclutha.
Cunningham, John, Tyne Street, Oamaru.
Clarke, E. H., Palmerston South.
Chambers, William, Lawrence.
Campbell, Alexander, Lawrence.
Campbell, A., Stirling.
Campbell, R., East Taieri.
Carlow and Lieneret, Waimahaka.
Chisholm Bros., Fortrose.
Collett, S., Gore.
Currie, J., Riversdale.
Charlton, W., and Sons, Clinton.

Dunn and Redding, Balclutha.
Dunedin City Corporation.
Dunedin and Kaikorai Tramway Company.
Douglas, J., Hampden.
Dawes, A., Cumberland Street, Dunedin.
Diack, James, Palmerston South.
Driver, W., Port Chalmers.
Dyke, A. A., Patearoa.
Elder, R., Mosgiel Junction.
Feathers, A., North-east Valley, Dunedin.
Fraser, P. W., Outram.
Greenall and Son, Crawford Street, Dunedin.
Galloway, C., and Son, Great King Street, Dunedin.
Graham and Kennard, Milton.
Gibb, W., Severn Street, Oamaru.
Gamble, C., East Taieri.
Glaister and Carey, Crawford Street, Dunedin.
Gloag, James, Waikouaiti.
Gardener, J., Waikiwi, Invercargill.
Gardner, W., and Co., Mataura.
Galt, J. and J., Mataura.
Hordern and Son, King Edward Street, South Dunedin.
Holly, W., Anderson's Bay Road, Dunedin.
Henderson, J. G., Stirling.
Hawkes, A. J., Kaitangata.
Irvine, Alexander, Riccarton, East Taieri.
Jefcoate, H. J., Tay Street, Invercargill.
Kendrick, T., Ferguson Street, Dunedin.
Kearse, G., Orepuki.
Kirton, J., Orepuki.
Kidd and Barnes, Burnside.
Lochart, James, Milton.
Leith, M., Woodlands.
McAlister, J. B., Tapanui.
McKnight Bros., Alexandra and Ophir.
McDougall, William, Waikouaiti.
McArthur, J., Winton.
McQuarrie, D., and Co., Tay Street, Invercargill.
McEwan, J., Gore.
McDougall, J., Riversdale.
McDonald Bros., Green Island.
McCorkindale, A., Lawrence and Tuapeka Mouth.
McDonald, R. and J., Edendale.
McDonald, G., Middlemarch.
Moore, R., Kaikorai.
May, W. T., Cromwell.
Mornington Borough Council.
Marr, J., Waikaka.

Murphy and Co., Arrowtown.
Morrison Bros., Ngapara.
Mitchell, J., Ranfurly.
Newton, James, Cameron Street, Dunedin.
Nisbet and Co., Dee Street, Invercargill.
Nicholson, J., Maheno.
O'Neill and Loch, Gore.
Perrow, James, Pembroke.
Pankhurst, W. R., Riverton.
Purcell, J., Otautau.
Reid and Gray, Princes Street, Dunedin.
Roberts, A., and Son, Great King Street, Dunedin.
Robin, J., and Co., Stuart Street, Dunedin.
Riddle, R., Palmerston South.
Rochfort, J. H., Evansdale.
Roslyn Tramway Company.
Scurr, T., Cumberland Street, Dunedin.
Sinclair, Mark, Great King Street, Dunedin.
Searle, W., Wear Street, Oamaru.
Souness and Drennan, Stewart Street, Oamaru.
Smith, A., and Son, Ranfurly.
Smeaton Bros., Mosgiel.
Templeton, D., Otautau.
Trapeski, J., Wyndham.
White, J. O., Crawford Street, Dunedin.
Waldren and Sons, Great King Street, Dunedin.
Wilson, R., Winton.
Wilson and Co., Moa Flat.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of January, 1913, and shall continue in force until the 9th day of November, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 9th day of November, 1912.

W. A. Sim, Judge.

SCHEDULE.

Classification.

1. The following classes of labour shall be recognized: Journeymen who have worked constantly for five years at any of the recognized branches of the trade, improvers, apprentices, and helpers.

Hours of Work.

2. The week's work not to exceed forty-eight hours per week, after which overtime rates shall be paid.

Wages.

3. All journeymen, body-makers, car-makers, wheelwrights, car-workers, painters, smiths, trimmers to receive 1s. 4½d. per hour. One leading hand in each establishment where four or more workers are employed shall, in addition to the wages prescribed, receive 1s. per day extra.

Overtime and Holidays.

4. Overtime shall be paid for all time previous to the ordinary starting-time, or after ceasing-time, at the following rates: Time and a quarter for the first two hours, and time and a half afterwards, and on New Year's Day, 2nd January, Easter Monday, Labour Day, and Boxing Day, which are recognized holidays; double time on Sundays, Christmas Day, and Good Friday, and from midnight until ordinary time of starting work next morning.

Apprentices.

5. That all boys working at any branch of the trade shall serve as apprentices for the term of five years before receiving a certificate of competency, and an employer shall be bound to give a certificate in a proper case; but any boy so employed shall be allowed three calendar months' probation prior to commencing to serve, such time to be counted as part of the five years.

6. An employer taking an apprentice shall give notice, with the name and age of the apprentice, to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

7. One apprentice to be allowed to every three journeymen or fraction of three in wood-shop, paint-shop, trimming-shop, and smith-shop. Each apprentice in the smith-shop, after serving three years, shall be entitled to a fire. Another apprentice may be taken on when the first apprentice goes to a fire. An apprentice may be taken on in other departments every fourth year of the previous apprentice's time. Apprentices transferred from other employers not to be computed in the calculation for the additional apprentice in the fourth or the third year of the smith.

8. For the purpose of determining the proportion of apprentices to journeymen in taking on any new apprentices, the calculation shall be based upon a two-thirds employment of journeymen employed during the previous twelve months.

9. All apprentices shall be paid the following rates, viz: First year, 8s. per week; second year, 12s. 6d. per week; third year, 17s. 6d. per week; fourth year, £1 5s. per week; fifth year, £1 15s. per week.

10. Any apprentice who has completed his term of apprenticeship may be employed as an improver, either by the employer to whom he has been apprenticed or by any other employer, at not less than 1s. per hour for the first twelve months, and 1s. 1½d. per hour for a further period of twelve months. The proportion of improvers to be in accordance with clause 7. No improver shall be employed where no journeymen are employed.

Helpers.

11. One helper to be allowed in each department except in the smith-shop, where one helper to be allowed to each fire.

12. The work that helpers shall not do to be as follows: Paint-shop—No helper shall in a paint-shop line, varnish, put on varnish-colour, or any colour excepting first coat. Wood-shop—No helpers shall use in a wood-shop edge tools in shaping or working wood, or sand-papering or cleaning up new work, nor shall he bore on any ironwork excepting tyres. Smith-shop—No helper shall in a smith-shop forge any kind of ironwork. Trimming-shop—No helper shall in a trimming-shop machine cut-out work, or stuff work, or tack in new work.

Wages of Helpers.

13. The wages of helpers shall be as follows: Fifteen years of age, 10s. per week; sixteen years, 15s.; seventeen years, £1;

eighteen years, £1 5s.; nineteen years, £1 10s.; twenty years, £1 15s.; over twenty years, 1s. per hour.

14. Piecework shall not be allowed.

Preference.

15. (*a.*) If any employer shall hereafter engage any worker who shall not be a member of the union, and who within one week after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(*b.*) Whenever an employer shall hereafter employ any worker who is not a member of the union, he shall within twenty-four hours thereafter give notice in writing of such employment to the secretary of the union.

(*c.*) The provisions of the foregoing clauses shall operate only if and so long as the rules of the union shall permit any journeyman of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(*d.*) In dismissing workers employers shall retain members of the union in preference to non-members of the union who are equally qualified to perform the work required to be done.

Disputes.

16. All disputes arising out of matters dealt with in this award shall be referred to a committee consisting of an equal number of delegates appointed by the union and employers respectively, and in case of difference shall be decided by the Conciliation Commissioner, whose determination shall be in writing and be final.

17. That all workers shall be supplied with vices when necessary.

Casual Workers.

18. Casual workers shall be allowed to distribute the prescribed number of hours for one week over more than one shop; and all time worked before 7.30 a.m. and after 5 p.m. shall be paid for at overtime rates.

Payment of Wages.

19. All wages to be paid within fifteen minutes of ceasing work.

Under-rate Workers.

20. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to

time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's incapability, his past earnings, and such other circumstances as such Inspector or other person may think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period not exceeding six months as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Term of Award.

21. This award shall come into force on the 1st day of January, 1913, and shall continue in force until the 9th day of November, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 9th day of November, 1912.

W. A. Sim, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendation of the Conciliation Council, which the parties agreed to accept.

W. A. Sim, Judge.

(2652.) OTAGO AND SOUTHLAND BAKERS AND PASTRYCOOKS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Dunedin Bakers and Pastrycooks' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

The Dunedin Master Bakers' Industrial Union of Employers, 21 Crawford Street, Dunedin, and
Aitken, James, Thornbury.
Allen, A. T., Don Street, Invercargill.
Anderson, A., Avenal, Invercargill.
Anderson, J., Fortrose.
Anderson Bros., High Street, Dunedin.
Anderson, M., Portobello.
Andrew, John, Riverton.
Auld, David, Cumberland Street, Dunedin.
Barclay Bros., Kurow.
Bain and Howell (Misses), Roxburgh.
Bartrum, F. R., Thames Street, Oamaru.
Bee, William, Thames Street, Oamaru.
Bewley, Mrs. R., Milton.
Black, Thomas, Lumsden.
Black, W., Alexandra.
Boyd, William, Balclutha.
Brice, W. H., Main Street, Gore.
Brice, W. H., Gore.
Brown, James, Princes Street, Dunedin.
Brown, John, George Street, Dunedin.
Bruce and Duckworth, Cargill Road, South Dunedin.
Burtenshaw, Thomas, Nightcaps.
Calder, P. J., Walker Street, Dunedin.
Cameron, E. J., and Co., Mataura.
Campbell, A., Enfield.
Campbell, F. J., King Edward Street, South Dunedin.
Campbell and Peek, Roxburgh.
Campbell and Son, Lumsden.
Chalmers, J. H., Beaumont.
Clark, Mrs. M., Riverton.
Congalton, A., Mornington.
Co-operative Store and Bakery Company, Oamaru.
Craig, D., and Co., Milton.
Crocome and Jamieson, Waikouaiti.
Crosland Bros., Ravensbourne.
Crossan, Mrs E., Berwick.
Culling, H., Kelso.

Dawson, James, Naseby.
Denton, L. P., Bluff.
Derbie, J. R., Conon Street, Invercargill.
Dick, Robert, Waikiwi.
Dickson, James, Otautau.
Donnelly, James, Elles Road, East Invercargill.
Eberhardt, George E., George Street, Dunedin.
Flett Bros., Lumsden.
Foster, Frederick, Main South Road, Caversham.
Fraser, P., George Street, Dunedin.
Frew Bros., Mosgiel.
Fullerton, A. E., George Street, Port Chalmers.
Fyfe Bros., Duntroon.
Georgeson Bros., King Edward Street, South Dunedin.
Gollar, Mrs. Ann, Albany Street, Dunedin.
Goodall, J. H., Waikouaiti.
Graham, J., and Co., Tapanui.
Grant and O'Neill, Arrowtown.
Grogan, E., Pembroke.
Hamilton, George, Winton.
Hamilton, W. H., Stuart Street, Dunedin.
Harding, A. E., Nevis.
Harris, Miss C., Owaka.
Hasler, H., Allanton.
Headland, A. J. S., Thames Street, Oamaru.
Helmkey and Son, George Street, Dunedin.
Hendry, M., Mosgiel.
Hepburn Bros., Tyne Street, Oamaru.
Hinchcliff, J. J., Tapanui.
Hislop, J., Dee Street, Invercargill.
Hislop, James, Kaitangata.
Hislop, John, Dee Street, Invercargill.
Hopkins, John, and Son, Princes Street, Dunedin.
Hutton, Archibald, Balclutha.
Jackson, G., and Co., King Edward Street, South Dunedin.
Jamieson, R., Winton.
Jones, A., and Co., Ranfurly.
Jones, Arthur, Naseby.
Jones, Philip, Waipahi.
Kennett, H., Hampden.
Keys, R. J., Thames Street, Oamaru.
Kilpatrick, A., Waitati.
Kinaston, R. T., Roxburgh.
Kingsland, D., and Son (Limited), Don Street, Invercargill.
Kingsland, J. L., Wyndham.
Kroon, J. C., 11 Filleul Street, Dunedin.
Laing, H., Outram.
Lange and Sons, South Invercargill.

Latham, W. R., Marion Street, Caversham.
Laurenson, J. G., High Street, Roslyn.
Macadam, Robert, George Street, Dunedin.
MacCallum, John, 43 Elgin Road, Mornington.
McCorkindale and O'Kane, Waikaka.
MacGibbon, J., Mataura.
McAfee and Sinclair, Otautau.
McDowall, Alexander, Queenstown.
McFarlane, Thomas, Esk Street, Invercargill.
McGlashan, D., Mersey Street, Gore.
McIntosh, J. C., George Street, Dunedin.
Mackay, Adam, Thames Street, Oamaru.
McKenzie, Duncan, Thames Street, Oamaru.
McKechnie, James, East Invercargill.
McKechnie and Sons, Avenal, Invercargill.
MacKeown, Mrs. Margaret, Dee Street, Invercargill.
McLean, John, jun., Green Island.
McMullen, James, Green Island.
McNatty, Mrs. E., and Son, Esk Street, Invercargill.
McRae and Co., Great King Street, Dunedin.
MacWilliam, Henry, Milton.
Malcolm, H. J., Church Street, Roslyn.
Manson, —, Riversdale.
Marshall, D., Naseby.
Martin, Mrs. F. J., Lawrence.
Meldrum, A., Oamaru.
Mercer, William, Roxburgh.
Millars, A. C. M. (Limited), Dee Street, Invercargill.
Miller, A. F., Fitzroy Street, Caversham.
Milligan and Bond, Ngapara.
Milnes, J. P., George Street, Port Chalmers.
Minn, A. D., Filleul Street, Dunedin.
Mitchell, Archibald, Mosgiel.
Mitchell, Mrs. M. W., Thames Street, Oamaru.
Mitchell, R. J., Ophir.
Moore, C. D., and Son, Winton.
Mowbray, William, Thames Street, Oamaru.
Muir, G. A., Sawyer's Bay.
Munro and Neilson, St. David Street, Dunedin.
Murray, Mrs. Catherine, Orepuki.
Naesmith and Son, North Invercargill.
Naylor, B., Clyde.
O'Connell, James, Seacliff.
Orr, Alexander, Ngapara.
Parry, T. W., Bluff.
Paterson, J. A., Main Street, Gore.
Peacock and Co., Prince Albert Road, St. Kilda.
Peterson, J., and Co., Walker Street, Dunedin.

Pope, W. E., Orepuki.
Presland, James, Thames Street, Oamaru.
Purches, Alfred, Main Road, North-east Valley.
Raeside, A., Esk Street, Invercargill.
Raeside and Sim, Avenal, Invercargill.
Redpath, Mrs. Catherine, Clinton.
Rigby, James, Main Road, North-east Valley.
Ritchie Bros., Clyde Street, Balclutha.
Robb, George, Bluff.
Roberts, E., Waikaka.
Romans and McSkimming, Arrowtown.
Ross, J., Edendale.
Samuel, D., Anderson's Bay.
Scherick, Esther, Patearoa.
Scherp, Jacob F., St. Bathan's.
Scott, J. L., and Sons, Cromwell.
Searle, T. S., 146 George Street, Dunedin.
Small, George, Lumsden.
Smyth, W., and Co., Thames and Arun Streets, Oamaru.
Sneeston, William, Alexandra.
Southland Co-operative Bread Company, Invercargill.
Spain, Thomas G., Frederick Street, Dunedin.
Stewart, Thomas, Great King Street, Dunedin.
Stronach, J., East Street, Invercargill.
Swanwick, C., Lawrence.
Tanner and Hutchison, Swan Street, Dunedin.
Telfer and Aitken, Mataura.
Templeton, S. and J., Waimahaka.
Thompson, J. T., Waikaia.
Thomson, Thomas, Main South Road, Caversham.
Topp, Alexander, High Street, Maori Hill.
Tower, James, St. Bathan's.
Turnbull, W. A., Mosgiel.
Walker, J. C., Anderson's Bay.
Williams, W. S., Middlemarch.
Wood and Co., City Road, Roslyn.
Wood, Mrs. C. J., Rattray Street, Dunedin.
Wood, William, 462 Cumberland Street, Dunedin.
Wright, William, and Co. (Limited), Great King Street, Dunedin.
Wyber, John, Milton.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 18th day of November, 1912, and shall continue in force until the 11th day of November, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 11th day of November, 1912.

W. A. Sim, Judge

Schedule.

Hours of Work.

1. (*a.*) The hours of work for bakers and pastrycooks shall not exceed forty-eight in any one week.

(*b.*) Subject to the special provisions hereinafter contained, the daily hours of work shall be regulated by each employer from time to time according to the requirements of his business, but so that any time worked in excess of ten hours in any one day by any worker shall be reckoned and paid for as overtime, whether or not such worker shall have worked forty-eight hours in that week.

(*c.*) The hour of starting work for bakers shall be not earlier than 4 o'clock a.m., except on Saturdays and Wednesdays and the day immediately preceding a public holiday, when it may be one hour earlier—viz., 3 o'clock a.m. In the event of a double holiday work may commence two hours earlier—viz., 2 o'clock a.m. Where employers have country deliveries or have to forward bread by country coaches they may start work at 3 a.m.

(*d.*) If any employer shall require any of his workers to start work at an earlier hour than that hereinbefore prescribed, he shall pay such worker overtime at the rate of double time for all time worked between midnight and the hour prescribed for starting work, and such overtime shall be paid notwithstanding a full day's work shall not be worked by the particular worker who is so required to start work at such earlier hour. If a jobber is required to work at an earlier hour than the hours hereinbefore prescribed, he shall be paid double time for any time worked between midnight and such prescribed hours.

(*e.*) Any journeyman employed to make dough by machinery or by hand may start work earlier than the hours hereinbefore prescribed, but any journeyman who for that purpose is required to start work earlier than those hours shall be paid 5s. per week in addition to the minimum wage fixed by this award.

(*f.*) In towns having a population of less than 1,500 persons according to the census of 1911, the hours of work may be fixed by each employer according to the requirements of his particular business.

(*g.*) The hour of starting work for pastrycooks shall be not earlier than 6 a.m. on Tuesday, Wednesday, Thursday, and Friday, and not earlier than 4 a.m. on Monday and Saturday. In cases of emergency and on any holiday and the day immediately preceding such holiday, the starting-time shall be agreed on between the employer and the foreman.

Wages.

2. (*a.*) The minimum wages shall be as follows: Foreman baker or pastrycook, £3 5s. per week; journeyman baker or pastrycook, £2 15s. per week; bakers' labourer, £2 8s. per week.

(*b.*) A baker's labourer shall not be employed in the actual manufacture of bread or small goods, except that he may be employed to assist a journeyman in working a bread-baking machine.

(*c.*) Bakers' labourers shall be employed in the proportion of not more than one labourer to every four journeymen or fraction of four.

(*d.*) In country bakehouses where only one journeyman is employed the following wages may be paid: On an out-turn of 2,000 2 lb. loaves per week, £3 5s. per week; 1,500 2 lb. loaves or over per week, £3 per week; 1,250 2 lb. loaves or over per week, £2 15s. per week; under 1,250 2 lb. loaves per week, £2 10s. per week.

(*e.*) When an employer is himself substantially engaged in doing the actual work of a journeyman in his own bakehouse he shall be classed as a foreman or first hand, and he shall take an equal share of sponging with the men, or, if he elects not to do sponging, he shall pay the worker who does it for his time.

(*f.*) The wage fixed by this award is a weekly wage, and no deduction shall be made therefrom except for time lost through the worker's own default or sickness.

Jobbers.

3. A jobber shall be paid at the rate of not less than 11s. per day of eight hours. He shall be paid not less than half a day's wages in any event. If he is employed for more than four hours he shall be paid not less than 1s. 4½d. per hour up to the full day of eight hours, and after that he shall be paid overtime at the rates fixed by this award for journeymen.

Overtime.

4. Subject to the present practice with regard to sponging and also to the provisions of clause 1 (*d*) hereof, if overtime is required to be worked it shall be paid for as follows: Time and a quarter from the customary time of ceasing work up to 6 p.m.; time and a half from 6 p.m. up to 10 p.m.; from 10 p.m. to midnight, double time. Overtime for apprentices, 9d. per hour for the first three years, and for the last year of apprenticeship time and a quarter.

Holidays.

5. The following shall be deemed to be holidays: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, King's Birthday, Christmas Day, and Boxing Day. Sunday sponging shall cover all holidays. If a workman is required to work on any of such holidays he shall be paid at the rate of time and a half in addition to his weekly wage.

6. (*a.*) If any of these holidays shall be generally observed on any other day, such other day shall be deemed to be the holiday for the purposes of this award.

(*b.*) Any employer may agree with his journeymen pastrycooks that instead of having Anniversary Day, Easter Monday, King's Birthday, and Boxing Day as holidays they shall work on those days and have six days' holiday on full pay in each year, and so that any journeyman who shall leave his employment before having had his holiday shall be paid a proportionate sum for the period for which he shall have worked.

Carters.

7. A carter shall not be employed in any bakehouse in connection with the manufacture of any goods in the baking trade, but a baker may deliver bread so long as he does not work more than the prescribed hours.

Boarding of Workers.

8. Employers shall not provide any of their workers with board or lodging on their own premises: Provided that in any case

where a worker can satisfy the nearest Inspector of Factories that it is not practicable for such worker to obtain at a reasonable rate suitable board and lodging elsewhere than on his employer's premises, such Inspector of Factories may issue to such worker a permit authorizing him to agree with his employer to board and lodge on his employer's premises at a rate not exceeding 15s. per week. This clause shall not apply to the boarding of apprentices.

Meal-hours.

9. (*a.*) Not less than half an hour shall be allowed for breakfast and three-quarters of an hour for dinner, unless under special circumstances, when by mutual agreement between the employer or his representative and the worker a shorter interval may be taken for meals.

(*b.*) No worker shall be allowed to work longer than four hours and a half before breakfast.

Employment of Females.

10. Females shall not be employed to manufacture any goods in a bakehouse, or to do any hot-plate work, but they may be employed in finishing and packing small goods and cleaning fruit.

Termination of Engagement.

11. One week's notice of the termination of the engagement of a worker shall be given to the worker by the employer or by the worker to the employer.

Apprentices.

12. (*a.*) Any employer taking an apprentice shall be deemed to have undertaken the obligation which he agrees to perform as a duty enforceable under this award of teaching such apprentice the trade, and shall pay such apprentice not less than the under-mentioned rates of wages: For the first six months, 12s. 6d. per week; second six months, 15s. per week; third six months, 17s. 6d. per week; fourth six months, £1 per week; fifth six months, £1 2s. 6d. per week; sixth six months, £1 5s. per week; seventh six months, £1 7s. 6d. per week; eighth six months, £1 10s. per week.

(*b.*) Where an employer provides his apprentice with board and lodging the above-mentioned wages may be reduced by 7s. 6d. per week during the first year, 10s. per week during the second year, 12s. 6d. per week during the third year, and 15s. per week during the fourth year.

(*c.*) The period of apprenticeship shall be four years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship.

(*d.*) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice, he shall give him a certificate for the time served, and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(*e.*) If an employer shall from any cause beyond his control be unable to fulfil his obligations to his apprentice it shall be lawful for such apprentice to complete his term with another employer, and such employer may take and employ such apprentice notwithstanding he has the full number of apprentices allowed by this award.

(*f.*) An employer taking an apprentice shall give notice thereof, and of the name of the apprentice, to the Inspector of Factories within one month after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(*g.*) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(*h.*) When an apprentice is discharged for cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Factories.

(*i.*) Every employer shall be allowed to have one apprentice whether he employs any journeymen or not. If an employer employs more than two journeymen he shall be allowed two apprentices, but not more than two apprentices shall be allowed in any one bakehouse.

(*j.*) Existing arrangements with or relating to apprentices now serving under indentures or under existing awards shall not be affected by anything herein contained, and so far as is necessary for the purpose of giving effect to such arrangements the said awards shall continue in force.

(*k.*) An apprentice who has served his term of apprenticeship may be employed as an improver for a further period of one year by any employer at a minimum wage of £2 per week.

Under-rate Workers.

13. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or person in

so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or person may think fit to consider, after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period not exceeding six months as such Inspector or person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or person shall think fit.

(*c.*) Notwithstanding the foregoing it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer before employing a worker at such lower wage to examine the permit or agreement by which such wage is fixed.

Preference.

14. (*a.*) In the event of any employer hereafter engaging any journeyman baker or pastrycook who shall not be a member of the union, and who within fourteen days after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union who is equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

(*b.*) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any person of good character and sober habits who is employed as a baker or pastrycook to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and so to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Term of Award.

This award shall come into force on the 18th day of November, 1912, and shall continue in force until the 11th day of November, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 11th day of November, 1912.

W. A. SIM, Judge.

MEMORANDUM.

This award is the same, in substance, as that made recently in Auckland and Wellington. The only differences are the following:—

(*a.*) The hour for starting on Wednesday is fixed at 3 a.m. This was agreed to by the parties.

(*b.*) A provision is inserted in connection with pastrycooks' holidays. The parties asked the Court to insert a provision on this subject.

W. A. SIM, Judge.

(2653.) OTAGO AND SOUTHLAND CERTIFICATED ENGINE-DRIVERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Otago Certificated Engine-drivers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Anderson's Bay Quarry Syndicate, Anderson's Bay.
Ballock, R., Clinton.
Bagrie, Joseph, Clinton District.
Bartlett, George, Waitahuna.
Bayley, John, and Sons, Burnside.
Bauchop, R., and Co., Port Chalmers.
Bichan, George, and Co., Otanomomo.
Brown Bros., Mosgiel District.
Brown, A. and R., Blue Mountains.
Bruce Woollen-mills, Milton.
Buchanan, W., Beaumont.
Burt, A. and T., Dunedin.
Christchurch Meat Company, Burnside.
Christchurch Meat Company, Oamaru.
Christie Bros., Abbotsford.
Christie, H. F., Clydevale.
Christie, Thomas, Allanton.
Clark Bros., Maheno.
Clark, D., Maheno.
Clark's Laundry, North-east Valley.
Cossesns and Black, Dunedin.
Craig, James, and Co., Oamaru.
Creighton and Reid Bros., Kokonga District.
Crossan, Alexander, Kelso.
Currie Bros., Clinton District.
Denton Hat-mills, Dunedin.
Dewar, William, Totaratahi District.

Donaghy's Rope and Twine Company, South Dunedin.
Donaldson, W. and G., Mount Highlay.
Dunedin Abattoirs, Burnside.
Dunedin City Corporation, Dunedin.
Dunedin Drainage Board, Dunedin.
Dunedin Hospital Board, Dunedin.
Falconer, James, Kakanui District.
Forbes Bros., Herbert District.
Gardner and Co., Port Chalmers.
Gore, C. and W., Wingatui.
Graham, T. A., Allanton District.
Green Island Mineral Company, Abbotsford.
Gregg, William, and Co., Dunedin.
Hamilton, Harry, Milton.
Haddock, H. V., Richardson Street, Dunedin.
Harraway, H., Green Island.
Heenan and Hardy, Greenfield.
Heenan, T. D., Greenfield.
Hogg and Co., Dunedin.
Hill and Frame, Herbert District.
Hudson, R., and Co., Dunedin.
Hutton Bros., Roxburgh.
Irvine and Stevenson, Silverstream.
Jackman and Dillon, Oamaru District.
Jenkins, George, Moa Flat.
Jones, E. B., Milton.
Kean, Thomas, Balclutha.
Kempthorne, Prosser, and Co., Burnside.
Kirkland, William, East Taieri.
Knowles, William, Clinton.
Koppert, H., Enfield.
Lambert Bros. and Co., Kensington.
Ledingham, George, Georgetown District.
Leonard Bros., Balclutha.
Leonard, J., Balclutha.
Leslie, Alexander, Milburn.
Limestone Brick Company, Tahuna.
McCallum and Co., Oamaru.
McCulloch, Thomas, Ngapara District.
McGavin and Co., Dunedin.
McLeod Bros., Dunedin.
McSkimming, P., and Son, Benhar.
Main, J. A., Waiwera South.
Meek Bros., Enfield.
Michaelis, Hallenstein, and Farquhar, Sawyer's Bay.
Mitchell Bros., Oamaru District.
Mornington Borough Council, Mornington.
Mosgiel Woollen-factory, Mosgiel.

New Zealand Paper-mills, Woodhaugh.
Newbigging Bros., Milton District.
Newson and Petrie, Clinton District.
Oamaru Harbour Board, Oamaru.
Oamaru Woollen Factory, Oamaru.
Otago Central Foundry, Alexandra.
Otago Fat and Tallow Company, Burnside.
Otago Harbour Board, Port Chalmers.
Otago Steam Laundry, North-east Valley.
Overton Bros., Henley District.
Overton, B., Henley.
Pearson, L., Glenledi District.
Porter, Gibson, Fairfax District.
Reid and Gray, Dunedin.
Reid, J. B., Otokia.
Robinson, Charles, Berwick District.
Ross and Glendining, Dunedin.
Ryan Bros., Waitahuna.
Scoullar and Chisholm, Dunedin.
Shiel, C. and W., Caversham.
Smith, Robert, Kelso District.
Speight, J., and Co., Dunedin.
Stevenson and Cook, Port Chalmers.
Sutherland, W., Balclutha.
Taieri Drainage Board, Maungatua.
Thurston, F. J., Heriot.
Tough, John, Milton.
Trusler, Samuel, Waipahi.
T.T. and O.K. Quarry Company, Totara.
Vercoe, John, Clyde.
Waite, John, Kaikorai Valley.
Wilson, J. and J., Te Houka.
Watson, J., jun., Freezing-works, Port Chalmers.

Angus, William, Otautau District.
Baldy, F. W., Ryal Bush District.
Blair Bros., Otara.
Brock, Henry, Gore District.
Brown Bros., Invercargill.
Brown and Grant, Arrowtown.
Broad, Small, and Co., Waihoaka.
Butler, C. J., Winton.
Butler, E. W., Otautau District.
Carrick Gold-mining Company, Carrick.
Collett, C., Invercargill.
Crooks, John, Gummie's Bush.
Cruickshanks, W., Rosedale.
Cunningham, R., Garston.

Cushnie, George, Wyndham.
Dixon, Forrest, Mataura.
Ewan, Henry, Pipton District.
Farrier, Robert, Waituna District.
Ferrier, A., Riverton District.
Gilder, G., South Hillend.
Green, Thomas, Gore.
Halliday, William, Kamahi.
Hamilton and Grant, Winton District.
Hodgkinson, T. E., Makarewa.
Holland, James, Gore.
Hutton Bros., Waikaia.
Invercargill Borough Council, Invercargill.
Jenkins, A. R., Wallacetown District.
Johnston and Sons (Limited), Invercargill.
Johnston, G. P., East Chatton.
Jones, W., Waikaka Valley.
Kay, David, Mataura.
Keith, J. A., Winton.
Kingsland, D., and Sons, Invercargill.
Knipe, George, Invercargill.
Knuckey and Junker, Muddy Terrace.
Kyle, William, Waikaia.
Lambie, William, Orawia.
Laurence, A. T., Oteramika Road.
Laurie, James, Orawia District.
Lindsay, A. W., Drummond District.
Lindsay, C., Waianiwa District.
McDonald, J. and J., Waikaia.
McDonald, P., Dipton.
McIntosh, N., Fortrose.
McKenzie and Co., Nightcaps.
McKerrow, A., Waimahaka.
McKinnon, A., jun., Gore District.
McLeod, Alexander, Mabel Bush.
McLeod, Mrs., Chatton District.
McMaster, J., Arrowtown.
McRae Bros., Mokoreta.
Marshall Bros., Wyndham District.
Mee Chang and Milne, Waikaka Valley.
Mill, J., and Co., Bluff.
Murrays Limited, Underwood.
Pahia Sluicing Company, Pahia.
Patterson and Thurston, Mossburn District.
Patterson, W. J., Mossburn.
Printz Bros., Pahia.
Raymond, I. W., Papatotara.

Reid, William, jun., Nightcaps District
Rodger, A. W., Buchwood.
Saunders, F. J., South Hillend.
Scott, D., Hokonui.
Seifert, Alford, and Co., Gorge Road.
Sheedan Bros., Otautau.
Sinclair Bros., Dipton.
Sinclair, F., Invercargill.
Soper, G. A., Athol.
Southland County Council, Invercargill.
Southland Engineering Company (Limited), Invercargill
Southland Woollen-mills, Rosedale.
Sutton, Joseph, Winton.
South Otago Freezing Company, Balclutha.
Taieri and Peninsula Milk-supply Company, Dunedin.
Tait, W. E. (Woodlands Meat-works), Woodlands.
Taylor, William, Aparima.
Todd, T., and Sons, West Plains.
Trapski, J., Wyndham.
Walker, L., Lumsden.
Wallis, R. and F., East Gore.
Ward, J. G., and Co., Limehills.
Wilson, J. L., Waianiwa.
Wright, Stephenson, and Co., Invercargill.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 1st day of September, 1912, and shall continue in force until the 1st day of September, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 11th day of November, 1912.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. The week's work shall not exceed forty-eight hours, exclusive of the time necessarily occupied by any worker coming under the provisions of this award in getting up steam for the machinery in the factory or works in which he shall be employed. Each employer shall, subject to the provisions of the Factories Act, 1908, be entitled to arrange such hours of work according to the exigencies of his particular business, and such hours may be worked in shifts either by day or night.

Overtime.

2. Any time worked in any one week in extension of the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a quarter for the first three hours, and time and a half for all further time until the usual hour for commencing work. When any worker is required to work overtime to repair any breakdown of machinery necessarily causing a stoppage of the factory or works only ordinary-time rates shall be paid.

Holidays.

3. Work done on New Year's Day, Easter Monday, Labour Day, and the King's Birthday shall be paid for at the rate of time and a half; work done on Christmas Day, Good Friday, and Sundays shall be paid for at the rate of double time.

In the case of factories the drivers of engines shall be entitled to the holidays given by any award or industrial agreement affecting the factory, or, in case where there is no award or industrial agreement affecting the same, to any holiday generally observed in the factory whereby the same ceases to work. For work done on such holidays the rate of overtime shall be time and a half.

This clause shall not apply to any workers within the provisions of this award in respect of work required to be done in connection with the preparation and publication of any morning, afternoon, or evening paper.

Rates of Wages.

4. The following shall be the minimum rate of wages to be paid to engine-drivers of stationary engines who are in charge of any boiler within the meaning of the Inspection of Machinery Act, 1908, for each day's work, inclusive of the time necessarily occupied in getting up steam for the machinery of the factory or works:—

(*a.*) Where the work that the engine-driver is employed to do requires that he shall hold a first-class certificate as a stationary-engine driver, and he is the holder of a first-class certificate of competency or service, 10s. per day.

(*b.*) Where the work that he is engaged to do requires that he shall be the holder of a second-class certificate as a stationary-engine driver, and he is the holder of a second-class certificate of competency or service, 9s. per day.

(*c.*) Engine-drivers whose work necessitates their getting up steam in the morning and banking fires at night shall be paid at the rate of 5s. per week extra in addition to the above wages.

(*d.*) *Filling-in Times.*—Where certificated engine-drivers and firemen are engaged in any part of their time engine-driving, and fill in the other time in workshops or elsewhere at other work for their employers, such men shall nevertheless be paid the rate above prescribed according to their respective classes.

Locomotive-, Traction-, and Winding-engine Drivers.

5. The following shall be the conditions and minimum rate of wages for drivers of locomotive, traction, and winding engines, whether they hold certificates of service or of competency, and whether such certificates be of the first or second class:—

(*a.*) The hours of work shall not exceed forty-eight in any week, exclusive of the time necessarily occupied in getting up steam, and, subject to the weekly limit herein prescribed, the hours of work for each day may be fixed by the employer.

(*b.*) The wages to be paid shall be not less than 10s. per day, which is to cover all time necessarily occupied in getting up steam.

(*c.*) Where drivers are employed continuously on steam traction-engines or road-wagons (except in connection with agricultural work), such drivers shall be paid at the rate of 5s. per week for getting up steam in addition to the above wages, provided the work is done outside the forty-eight-hours limit.

Under-rate Workers.

6. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the

worker after due notice to the union, by the local Inspector of Awards, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider, after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period not exceeding six months as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference of Employment.

7. (*a.*) Each employer when engaging workers shall be entitled to engage any worker he chooses, but every such worker, if not already a member of the union, shall become a member thereof within fourteen days after his engagement, and remain a member thereof.

(*b.*) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any engine-driver or fireman of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions not exceeding 6d. per week, upon a written application to the secretary by the person desiring to join the union, without ballot or other election.

No discrimination.

8. Employers in employing workers shall not discriminate against members of the union in the engagement or dismissal of their hands, or in the conduct of their business do anything for the purpose of injuring the union, either directly or indirectly.

Exemption.

9. When the wages of a worker coming within the apparent scope of this award having already been fixed by an award of this Court or by an industrial agreement, this award shall not apply; and this award is made subject to the condition that, whenever an award or industrial agreement is hereafter made embracing any industry, trade, or business in which such workers are employed, such award or agreement may be made to supersede this award so far as regards the wages and conditions of such workers.

10. (*a.*) The Dunedin City Corporation is exempted from the operation of this award so far as relates to its electric light and power plant if and so long as the present conditions of employment of engine-drivers are maintained.

(*b.*) The Corporation of Invercargill is exempted from the operation of this award so far as relates to its tramway and electric-light station and its waterworks pumping-station if and so long as the present conditions of employment of engine-drivers are maintained.

(*c.*) The Taieri and Peninsula Milk-supply Company of Dunedin (Limited) is exempted from the operation of this award if and so long as the said company shall continue to carry out and observe the conditions now in operation with regard to the engine-drivers and firemen employed by the said company in Dunedin.

11. The Otago Harbour Board is exempted from the operation of this award so far as relates to its freezing-works and electric-light works if and so long as the said Otago Harbour Board shall pay to its engine-drivers and firemen not less than they were being paid immediately prior to this award.

Special Provisions as to Freezing-works.

12. (*a.*) The hours of work for engine-drivers and firemen employed in freezing-works shall not exceed eight hours per day (including Sundays), exclusive of the time necessarily occupied in getting up steam; and the provisions of clause 2 of this award shall apply to any time worked beyond these hours.

(*b.*) The said workers shall be paid not less than the wages fixed by this award, and they shall be paid at the rate of time and a half for any work done on New Year's Day, Easter Monday, Labour Day, or the King's Birthday, and at the rate of double time for any such work done on Christmas Day and Good Friday.

(*c.*) Clause 6 of this award shall apply to freezing-works.

(*d.*) Save as herein expressly provided, none of the other provisions of the said award shall apply to freezing-works.

Special Provisions as to the Otago Hospital and Charitable Aid Board.

13. (*a.*) The provisions of clauses (*a*), (*b*), and (*c*) of clause 12 of this award shall apply to the Otago Hospital and Charitable Aid Board.

(*b*.) None of the other provisions of this award shall apply to the said Board.

Term of Award.

14. This award shall come into force as from the 1st day of September, 1912, and shall continue in force until the 1st day of September, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 11th day of November, 1912.

W. A. Sim, Judge.

MEMORANDUM.

This award is based on the recommendation of the Conciliation Council.

The only questions to be settled by the Court related to the joinder of certain parties, and to the exemptions contained in clauses 10 and 11 of the award.

W. A. Sim, Judge.

(2654.) INVERCARGILL MERCANTILE STOREMEN.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Invercargill Mercantile Storemen's Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Dalgety and Co. (Limited), Invercargill.
Henderson and Co. (Limited), Invercargill.
Mills, J. R., and Son, Invercargill.
National Mortgage and Agency Company (Limited), Invercargill.
New Zealand Loan and Mercantile Agency Company (Limited), Invercargill.
Southland Farmers' Co-operative Association (Limited), Invercargill.
Ward, J. G., and Co. (Limited), Invercargill.
Watson, J. E., and Co. (Limited), Invercargill.
Wright, Stephenson, and Co. (Limited), Invercargill.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 12th day of August, 1912, and shall continue in force until the 11th day of November, 1914.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 11th day of November, 1912.

W. A. Sim, Judge.

Schedule.

Hours of Work.

1. (*a.*) *Casual Labour.*—When not working shifts the recognized hours of labour shall be from 8 a.m. to 12 noon and from 1 p.m. to 5 p.m. on six days of the week.

(*b.*) *Seed-cleaning, Grain Cleaning and Crushing when working Shifts.*—A day's labour shall consist of eight working-hours irrespective of the time of starting.

(*c.*) *Manure-mixing when working Shifts.*—A day's labour shall consist of eight working-hours irrespective of the time of starting, with the break of half an hour allowed for meals. Should delay occur through breakdown of machinery, which thereby detains the men on a night shift over eight and a half hours' time to enable them to put in eight hours' work, all time over eight hours and a half shall be paid at overtime rates.

(*d.*) *Permanent Hands.*—A week's wage (work) shall consist of forty-five hours. No deduction to be made for statutory holidays.

Overtime.

2. All time worked beyond the time mentioned in the foregoing clause shall be considered overtime.

Rates of Wages.

3. The following shall be the minimum rates of pay for all work hereafter specified :—

Class of Work.	Casuals.		Permanent Hands.	
	Rate of Pay per Hour.	Overtime Rate per Hour.	Rate of Pay.	Overtime Rate per Hour.
	s. d.	s. d.	£ s. d.	s. d.
General store work ; seed-cleaning, grain cleaning and crushing	1 3	2 0	2 12 6 per week	1 6
Mixing manures	1 6	2 0	0 1 6 per hour	2 0
Mixing manures when shifts are worked : For time worked before 8 a.m. and after 5 p.m.	1 7½	2 0	0 1 7½ per hour	2 0
Handling manures in bulk where hoists or elevators are not used	1 6	2 0	2 12 6 per week	1 6
Handling manures in bulk where hoists or elevators are used	1 3	2 0	2 12 6 per week	1 6
Untrucking unground rock phosphate in in bulk	1 6	2 0	0 1 6 per hour	2 0
Handling manures in bags where bags are carried for all members of gang working	1 6	2 0	2 12 6 per week	1 6
Handling manures where bags are not carried	1 3	2 0	2 12 6 per week	1 6
Manure-stacker	1 6	2 0	0 1 6 per hour	2 0
Rouseabout	..	..	1 0 0 per week	..

4. Casuals working over one-quarter of an hour to be paid half-an-hour wage.

5. Casuals engaged but not put on to be paid one hour's wage.

6. Employers shall pay wages at noon Saturday : payment to be made for work done up to previous Friday night.

7. *Holidays.*—For all work done on Sunday, Christmas Day, and Good Friday, double ordinary time shall be paid ; New Year's Day, Easter Monday, King's Birthday, Labour Day, Boxing Day, and Bluff Regatta Day, at ordinary overtime rates.

Preference Clause.

8. (*a.*) If and so long as the rules of the union permit any person of good character to become a member of such union on payment of an entrance fee not exceeding 2s. 6d., and a subsequent contribution payable monthly in advance of 3d. per week,

upon a written application of the person desiring to join the union, without ballot or other election, in such cases and thereafter the employer shall employ members of the union in preference to non-members, provided there are members of the union available equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it: Provided that a man shall become eligible for employment as if already a member of the union if he shall *bona fide* give notice in writing to the secretary of the union of his desire to join the union, and shall pay or deposit with such notice the sum of 2s. 6d. Such notice may be given by delivering the same at his office, or by delivering to collector appointed by the secretary at each store where labour is employed.

(*b.*) Employers employing labour shall not discriminate against members of the union, and shall not in the engagement or dismissal of men or in the conduct of their business do anything for the purpose of injuring the union, directly or indirectly.

(*c.*) When members of the union and non-members are employed together there shall not be any distinction between members and non-members, and both shall work together in harmony, and shall receive equal pay for equal work.

Term of Award.

9. This award shall come into force as from the 12th day of August, 1912, and shall continue in force until the 11th day of November, 1914.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 11th day of November, 1912.

W. A. Sim, Judge.

Memorandum.

This award embodies, without alteration, the agreement of the parties.

W. A. Sim, Judge.

(2655.) DUNEDIN HAIRDRESSERS' ASSISTANTS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Otago Hairdressers' Assistants' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Brown, A. T., Princes Street, Dunedin.
Brosnan, E. C., Caversham, Dunedin.

Bell, W. J., George Street, Dunedin.
Baker, Alfred, Stuart Street, Dunedin.
Bills, Alfred, George Street, Dunedin.
Barsdale, A., King Edward Street, Dunedin.
Curtis, L. W., Kew, Caversham.
Curtis, L., Manse Street, Dunedin.
Clarke, H. E., Lower High Street, Dunedin.
Clarkson, J., Roslyn, Dunedin.
Cameron, J., King Street, Dunedin.
Firkin, F. H., King Edward Street, South Dunedin.
Ford, J., King Street, Dunedin.
Gawyne, W., Rattray Street, Dunedin.
Goldsmid, John, High Street, Dunedin.
Greig, Alexander, George Street, Dunedin.
Gerrie, Fred, Princes Street, Dunedin.
Guillimot, J., Arcade, Dunedin.
Hendy, A. M., Princes Street, Dunedin.
Hunt, C., and Son, Water Street, Dunedin.
Hall, A. B., King Edward Street, South Dunedin.
Holland, G., Maclaggan Street, Dunedin.
Holloway, J., Roslyn.
Hilliker, F. E., Princes Street, Dunedin.
Moody, G., Princes Street, Dunedin.
Muir, J., Stock Exchange, Princes Street, Dunedin.
Maw, T., King Street, Dunedin.
Metcalf, J., Frederick Street, Dunedin.
McDonald, A., Main Road, St. Kilda.
McKay, D. F., Jetty Street, Dunedin.
Newbury, W., Cargill Road, South Dunedin.
Paris, C. O., George Street, Dunedin.
Potter, W. J., George Street, Dunedin.
Poole, A. H., Princes Street, Dunedin.
Pauley, J., Castle Street, Dunedin.
Raffills, J. W., George Street, Dunedin.
Robertson, J. E., North-east Valley, Dunedin.
Rose, D., Princes Street, Dunedin.
Reynolds, J., Maori Hill, Dunedin.
Spiro, A., Princes Street, Dunedin.
South, A., Main South Road, Caversham.
Sainsbury, W. R., George Street, Dunedin.
Stewart, —, 276 George Street, Dunedin.
Taylor, W., King Street, Dunedin.
Terry, A. G., George Street, Dunedin.
Wilson, R., Octagon, Dunedin.
Williams, H., High Street, Dunedin.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 5th day of August, 1912, and shall continue in force until the 5th day of August, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 9th day of November, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be fifty-two per week, exclusive of meal-hours. The recognized hours of work in each establishment shall be fixed by each employer according to the circumstances of his business, but the day's work shall end not later than 8 p.m. on three days of the week, and not later than 6 p.m. on one day of the week (except when a full holiday occurs in the same week), not later than 1 p.m. on the afternoon of the weekly half-holiday, and not later than 9.15 p.m. on the evenings of Saturday, except on Christmas and New Year's Eve, when 10.30 p.m. shall be observed.

Meal-hours.

2. The employer shall so arrange his hours as to enable his workmen to have one hour for dinner between the hours of 12 noon and 2 o'clock p.m. on four days of the week, and on Saturday or the day hereinafter appointed in its place one hour for dinner

between 12 noon and 2 o'clock p.m., and one hour for tea between the hours of 5 o'clock p.m. and 7 p.m.

Work in Hand to be finished.

3. All work in hand in connection with haircutting and shaving shall be finished before the workmen leave their work. "Work in hand" means work in the chair; but each assistant may be required to attend to one other customer after the hour for closing has arrived.

Minimum Wage.

4. The minimum wage to be paid to journeymen hairdressers shall be £2 15s. per week.

Holidays.

5. The following days shall be observed as full holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Prince of Wales' Birthday, Christmas Day, and the day appointed for the hairdressers' annual picnic.

6. Work shall cease not later than 10.30 o'clock p.m. on the evenings preceding Christmas Day and New Year's Day, and on the evening preceding Good Friday 9 o'clock p.m., and nights preceding all other full holidays work to cease not later than 8 o'clock p.m.

7. The following days shall be observed as partial holidays: From 12 o'clock noon, the day after New Year's Day, Boxing Day, Show Day, King's Birthday; and 11 o'clock a.m., Cup Day. In the event of any of the holidays in this clause falling on Saturday or Sunday, such holidays shall be observed on the previous Wednesday, or on the day adopted by the Retailers' Association.

8. No deductions shall be made from the week's wage for any of the full or partial holidays aforesaid.

Qualification for Journeymen.

9. A journeyman shall mean one who has been employed at the trade for a total period of at least five years.

Under-rate Workers.

10. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker, after due notice to the union, by the local Inspector of Awards, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wages shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider, after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period not exceeding six months as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer before employing a worker at such lower wage to examine the permit or agreement by which such wage is fixed.

Apprentices.

11. The proportion of apprentices shall be regulated as follows: One apprentice to every three journeymen or fraction of three journeymen permanently employed. "Permanently employed" shall mean at least six months' continuous employment. Where the employer has more than the above proportion of apprentices at this date, no new ones shall be taken on until the number has been reduced below the proportion stipulated. No employer to have more than five apprentices. For the purposes of this clause an apprentice in his fifth year shall not count either as an apprentice or as a journeyman, and an employer shall count as a journeyman.

12. An employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentices not less than the following rate of wages—namely, during the first year, 7s. 6d. per week; during the second year, 12s. 6d. per week; during the third year, 17s. 6d. per week; during the fourth year, £1 2s. 6d. per week; during the fifth year, £1 15s. per week.

13. The period of apprenticeship shall be five years; but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship.

14. At the end of a period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice, he shall give him a certificate for the time served, and procure him another employer carrying on business within a reasonable distance of the original employer's

place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligations of the original employer: Provided that it shall not be obligatory on an employer to find the apprentice another employer if he shall so misconduct himself as to entitle his employer to discharge him, but he shall give him a certificate covering the time actually served.

15. An employer taking an apprentice shall give notice thereof, and of the name of the apprentice, to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall give notice of such transfer to the Inspector within one week thereof.

16. An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

17. When an apprentice is discharged for any cause the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories.

18. Existing arrangements with or relating to apprentices now serving any employer may continue, provided that any employer wishing such arrangements to continue shall forward the names of his present apprentices to the Inspector of Factories within one month after the filing of this award.

Preference.

19. If the rules of the union permit any person of good character and sober habits now employed in the trade in this industrial district, and any other person residing or may hereafter reside in this industrial district, who is of good character and sober habits, and who is a competent journeyman, to become a member of the union upon payment of an entrance fee not exceeding 5s. and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or other election, the employers shall give absolute preference to members of the workers' union, unless the worker offering for engagement shall be a member who has been previously in the employment of the particular employer concerned and found to be unsuitable for his business.

20. The union shall keep in some convenient place within one mile from the Chief Post-office, Dunedin, a book, to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the branch of trade in which such member claims to be proficient, and the names, addresses, and

occupations of every employer by whom such member shall have been employed during the preceding one year. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use its best endeavours to verify all the entries in such book, and the union shall be answerable as for a breach of the award in case any entry therein shall be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. If the union fail to keep the employment-book in manner provided by this clause, then and in such case, and so long as such failure shall continue, any employer may, if he so thinks fit, employ any persons or person, whether a member of the union or not, to perform the work required to be done notwithstanding the foregoing provisions. Notice by advertisement in the *Otago Daily Times* and *Evening Star* newspapers, published in Dunedin, shall be given by the union of the place where such employment-book is kept, and of any change in such place.

21. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony, and shall receive equal pay for equal work.

22 Employers shall not discriminate against members of the union, nor in the engagement or dismissal of their hands or in the conduct of their business do anything, directly or indirectly, for the purpose of injuring the union.

Scope of Award.

23. This award shall apply only to employers carrying on business in the City of Dunedin and the suburbs thereof.

Term of Award.

24. This award shall come into force as from the 5th day of August, 1912, and shall continue in force until the 5th day of August, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 9th day of November, 1912.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies the recommendation of the Conciliation Council, with a modification in clause 1 which was agreed to at the hearing before the Court.

W. A. SIM, Judge.

CANTERBURY INDUSTRIAL DISTRICT.

(2656.) CHRISTCHURCH PERFORMING MUSICIANS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Christchurch Performing Musicians' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Broadway, W. and E., Cathedral Square, Christchurch.
Canterbury Jockey Club, Christchurch.
Christchurch Racing Club, Christchurch.
Christchurch Hunt Club, Christchurch.
Empire Picture Company, Colombo Street, Christchurch.
Fuller, J., and Sons, Gloucester Street, Christchurch.
Hayward's Picture Enterprises (Limited), Manchester Street, Christchurch.
Metropolitan Trotting Club, Christchurch.
New Brighton Trotting Club, Christchurch.
Williamson, J. C., Theatre Royal, Christchurch.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 25th day of November, 1912, and shall continue in force until the 25th day of November, 1914.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 18th day of November, 1912.

W. A. Sim, Judge.

Schedule.

Workers affected by Award.

1. This award shall apply only to musicians employed to play musical instruments at skating-rinks and public dancing assemblies, in refreshment-rooms, and in connection with dramatic performances, variety and picture entertainments, and performances by operatic comedy companies; also performances by professional orchestras and engagements at outdoor amusements.

Wages.

2. Except when otherwise provided herein, each performer shall be paid at the rate of not less than £3 per week for six performances and one matinee.

Matinees.

3. (*a.*) For general theatrical performances and circuses all matinees are to be paid for at the rate of 10s. to each performer for each performance.

(*b.*) For any other class of performance other than those above specified, where more than one matinee is given during the week each performer is to be paid at the rate of 10s. for each additional matinee.

Rehearsals.

4. (*a.*) In theatrical and vaudeville entertainments rehearsals shall not exceed six hours during each week, and shall be given free of charge. After the first two rehearsals the remaining rehearsals shall be fixed to fall between the hours of 5 and 7 in the evening.

(*b.*) In all classes of amusement other than those specified two rehearsals of two hours each, or one rehearsal of four hours, shall be given by performers without charge.

(*c.*) Fifteen minutes shall, if desired, be given by performers without charge at the conclusion of the ordinary time fixed for rehearsal.

(*d.*) Any time occupied in rehearsing in excess of that fixed as above shall be paid for at ordinary overtime rates.

(*e.*) Rehearsals on Sunday, Christmas Day, or Good Friday shall be paid for at double rates.

(*f.*) Performances on Christmas Day and Good Friday shall be paid at ordinary rates.

Casual Performers.

5. (*a.*) Each casual performer shall be paid not less than 12s. for each performance. No substitute shall be deemed a casual performer.

(*b.*) A performer shall be deemed to be employed as a casual if his engagement is for a period of less than six performances.

Continuous Picture Entertainments.

6. (*a.*) *Hours.*—Eleven hours may be worked in each day. The employers can arrange with the employees to distribute the hours of work during the eleven hours.

(*b.*) *Wages.*—The employer shall have the right to employ one performer at £6 per week, or two performers at £3 per week each, to play such eleven hours per day; such hours to be consecutive.

(*c.*) *Rehearsals* for this class of entertainment shall not exceed one hour per week.

Overtime.

7. Where any work is performed in excess of the hours fixed in this award it shall be paid for at the rate of 2s. 6d. per hour.

Dances, Balls, &c.

8. (*a.*) Pianists—8 p.m. to 11 p.m., not less than 12s. 6d.; 8 p.m. to 12 p.m., not less than 15s. Extra performer—8 p.m. to 11 p.m., not less than 10s.; 8 p.m. to 12 p.m., not less than 13s. 6d.

(*b.*) Euchre parties and dance: Pianists—10 p.m. to 12 p.m., not less than 12s. 6d.; 10 p.m. to 1 a.m., not less than 15s. Extra performer—10 p.m. to 12 p.m., not less than 10s.; 10 p.m. to 1 a.m., not less than 12s. 6d.

All hours after those specified, not less than 5s. per hour extra each performance.

Refreshment-rooms.

9. Performers engaged in these shall be paid not less than 2s. 6d. per hour.

10. Any performer who at the date of the coming into operation of this award is paid in excess of the rates specified in this award shall not have his wages reduced.

Skating-rinks.

11. Musicians employed at skating-rinks shall be paid at the rate of not less than 5s. for each performance of not more than two hours and a half.

Concerts, Oratorios, Amateur Operatic or Musical Performances, Benefit Entertainments.

12. The provisions of this award shall not apply to any of these entertainments.

Preference.

13. If and so long as the rules of the union shall permit any person who is a competent musician, and who is of good character and sober habits, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions of not more than 6d. per week, upon a written application of the person desiring to join the union, without ballot or other election, then and in such case employers shall employ members of the union in preference to non-members, provided there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

Scope of Award.

14. This award shall be limited in its operation to the area within a radius of five miles from the Chief Post-office, Christchurch.

Exemptions.

15. This award shall not apply to musicians travelling with any company while performing in Christchurch.

Term of Award.

16. This award shall come into force on the 25th day of November, 1912, and shall continue in force until the 25th day of November, 1914.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 18th day of November, 1912.

W. A. SIM, Judge.

MEMORANDUM.

This award is based on the recommendation of the Conciliation Council. The clauses not agreed on by the Council have been taken from the award recently made in Auckland, the terms of which were agreed on by the parties.

W. A. SIM, Judge.

(2657.) CANTERBURY IRON AND BRASS MOULDERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Christchurch Iron and Brass Moulders' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Anderson, J., Lichfield Street, Christchurch.
Atkinson and Son, High Street, Christchurch.
Booth, Macdonald, and Co., Carlyle Street, Sydenham.
Buchanan, R., and Son, St. Asaph Street, Christchurch.
Cooper and Duncan, Colombo Street, Christchurch.
Canterbury Engineering Company, Kilmore Street, Christchurch.
Duncan, P. and D., Tuam Street, Christchurch.
Danks, T., Lichfield Street, Christchurch.
Hepburn, H., Tuam Street, Christchurch.
Lucas Bros., Kilmore Street, Christchurch.
Le Cren and Laurenson, Gloucester Street, Christchurch.
Price, H., Manchester Street, Christchurch.
Scott Bros., Manchester Street, Christchurch.
Storier, J., Timaru.
Topliss Bros., Lincoln Road, Addington.
Taylor and Oakley, Tuam Street, Christchurch.
Waddell, T., and Son, St. Asaph Street, Christchurch.
Wallace and Cooper, Timaru.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 16th day of December, 1912, and shall continue in force until the 2nd day of December, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 2nd day of December, 1912.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. Forty-seven hours shall constitute a week's work, of which eight hours and a half shall be worked on each working-day except Saturday, and four hours and a half on Saturday.

Overtime.

2. All time worked in excess of the time mentioned in clause 1 hereof in any one day shall be paid for at the rate of time and a quarter for the first two hours, and thereafter at the rate of time and a half.

Holidays.

3. (*a.*) Work done on New Year's Day, Easter Monday, or the King's Birthday shall be paid for at the rate of time and a half.

(*b.*) Work done on Sunday, Good Friday, Labour Day, or Christmas Day shall be paid for at the rate of double time.

Wages.

4. The minimum wage for journeymen moulders (except machine moulders) shall be 1s. 4½d. per hour, and for machine moulders 1s. 3d. per hour.

Apprentices.

5. (*a.*) An employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rate of wages, viz.: For the first year, 5s. per week; for the second year, 10s. per week; for the third year, 15s. per week; for the fourth year, £1 per week; for the fifth year, £1 5s. per week.

(*b.*) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship. The obligation of the apprentice to serve the employer shall be deemed a duty enforceable under this award.

(*c.*) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice, he shall give him a certificate for the time served, and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(*d.*) An employer taking an apprentice shall give notice thereof, and of the name of the apprentice, to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly, within one week thereof, give notice of such transfer to such Inspector.

(*e.*) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(*f.*) When an apprentice is discharged for cause, the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories.

(*g.*) All time lost by an apprentice through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship, but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

(*h.*) An employer shall not be bound to pay an apprentice for time lost through the default of the apprentice, or by his voluntary absence from work with the consent of his employer; but an employer shall not be entitled to make any deduction from the wages of an apprentice for time lost through sickness or any cause other than those hereinbefore specified.

(*i.*) The proportion of apprentices shall be not more than one to every two journeymen moulders or fraction of the first two.

Improvers.

6. An apprentice after serving his apprenticeship may be employed as an improver at the rate of not less than 11d. per hour for one year after the expiration of his apprenticeship, and thereafter for another year at the rate of not less than 1s. 3d. per hour.

Country Work.

7. (*a.*) For country work the employer shall pay the fare of the worker both ways, and a proper allowance at current rates shall be made to the worker for necessary meals. When the worker is employed at such a distance that he is unable to return to his home at night, suitable board and residence shall be provided at the employer's expense.

(*b.*) Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours in a day.

(*c.*) Where a worker is employed on country work at such a distance that he is unable to return to his home at night, he may agree with his employer to work at ordinary rates in excess of the hours prescribed by clause 1 hereof.

Under-rate Workers.

8. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards, or such other person as the Court may from time to time appoint for that purpose, and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period not exceeding six months as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

9. (*a.*) If any employer shall hereafter engage any journeyman moulder who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement, and remain such member, the employer shall dismiss such journeyman from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(*b.*) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any journeyman moulder of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Matters not provided for.

10. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Term of Award.

11. This award shall come into force on the 16th day of December, 1912, and shall continue in force until the 2nd day of December, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 2nd day of December, 1912.

W. A. Sim, Judge.

MEMORANDUM.

A similar award to the present has been made in the other three principal industrial districts, and the award in effect is a Dominion award, though not so in form. The general provisions are the same, in substance, as those contained in the engineering award made in 1910.

In the Canterbury District core-making is left the same as it was under the award made in 1905 and under the one made in 1908 (Book of Awards, Vol. vi, p. 224; Vol. ix, p. 444). The following passage is quoted from the reasons given for the award made in 1905: "It is not necessary to make special provision for core boys not learning the trade of ironmoulding, as we do not think that they should be reckoned as or treated as apprentices."

In Dunedin some core-making is done by workers who are not journeymen moulders or apprentices. There was no information before the Court as to the practice in the other two districts. The intention of the Court is that the present award shall not interfere with the existing practice on the subject in any district.

W. A. Sim, Judge.

(2658.) CHRISTCHURCH BUTCHERS.—INTERPRETATION OF AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Christchurch Operative Butchers' award (Book of Awards, Vol. ix, p. 391).

Application by the Inspector of Awards, Christchurch, for interpretation of clauses 1 (*b*) and 10 of the above award.

Clause 1 (*b*.). The hours of work shall be regulated in advance by each employer according to the requirements of his own business, but work shall cease not later than 6 p.m. on Monday, Tuesday, Wednesday, and Friday, not later than 1 p.m. on Thursday, and not later than 10 p.m. on Saturday and on Christmas Eve and New Year's Eve.

Clause 10. The following holidays shall be allowed without any stoppage of pay: New Year's Day, Good Friday, Easter Monday, Prince of Wales's Birthday, Labour Day, Show Day, Anniversary Day, Christmas Day, Boxing Day, and the day on which the butchers' annual picnic is held: Provided that all employers shall, during any week on which a holiday or holidays occur, have the right of giving their workers the extra time off necessary to comply with the weekly time-limit herein prescribed at any time during such holiday week and during the week succeeding the same.

Question.—The employers allowed their assistants a holiday on Labour Day: are the assistants entitled to a holiday from 1 o'clock on Thursday of the same week?

Answer.—This case may involve a question as to the effect, on the provisions of the award, of the Shops and Offices Act as amended by the Amendment Act of 1910. Proceedings for enforcement should be taken so that this question may be considered and, if necessary, properly argued by counsel.

Dated this 2nd day of December, 1912.

W. A. Sim, Judge.

(2659.) SOUTH CANTERBURY TIMBER-YARDS, SAWMILLS, AND COAL-YARDS EMPLOYEES.—ENFORCEMENT INVOLVING INTERPRETATION OF AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—Between G. H. Lightfoot, Inspector of Awards, plaintiff, and the Westland and Timaru Timber and Coal Company (Limited), defendant.—Hearing, Christchurch, 15th November and 3rd December, 1912.—Inspector Lightfoot in person; Mr. Raymond for defendant.

Under clause 6 of the South Canterbury Timber-yards award of 1912, if an employer engages a worker as a casual labourer, but keeps him continuously in his employment for weeks, such worker must be treated for the purposes of the award as a weekly servant.

JUDGMENT OF THE COURT, DELIVERED BY SIM, J.

THIS is an action to recover penalties for alleged breaches of the South Canterbury Timber-yards award (Book of Awards, Vol. xiii, p. 168). The point in dispute is whether certain yard labourers employed by the defendant were entitled to be treated as weekly servants under subclause (*c*) of clause 6 of the award, or as casual labourers under subclause (*d*) of that clause.

A similar question was raised under the previous award (Book of Awards, Vol. ix, p. 429), and was submitted for the opinion of the Court. The question submitted and the opinion given are published in Book of Awards, Vol. x, p. 227. The answer, in effect, was that the position of the worker depended on the terms of the contract between himself and his employer. Under that award the difference between a weekly servant and a casual labourer was marked by a difference in the rate of pay. A weekly servant was paid a minimum wage of £2 2s. for a 45-hours week, while a casual labourer was paid a minimum wage of 1s. per hour. This difference has been abrogated in the new award, and the rate of pay for yard labourers employed by the week and casual labourers has been made the same. The definition of a casual labourer has been altered also so as to include only a worker who is employed for irregular periods. The parties themselves are responsible for these alterations, and the effect of them appears to be to restrict the employment of casual labour, and to make it impossible for an employer to employ a casual labourer except for irregular periods of less than six consecutive days.

Some effect ought to be given, if possible, to these alterations, and it appears to us that this can only be done by holding that if an employer engages a worker as a casual labourer, but keeps him continuously in his employment for weeks, he must be treated then as a weekly servant. The workers in question in the present case were kept in the employment of the defendant for weeks continuously, and they ought to have been treated, we think, as weekly servants. They were entitled to be paid the weekly wage without any deduction for the holiday, and a week's notice ought to have been given to McCourtney in terms of clause 9 of the award.

We hold, therefore, that a breach of award has been committed by the defendant, but, as the case was brought to obtain an interpretation of the award, no penalty is imposed.

Dated this 3rd day of September, 1912.

W. A. SIM, Judge.

(2660.) TIMARU CARPENTERS.—CASE STATED FOR OPINION OF COURT OF ARBITRATION, AND OPINION OF COURT THEREON.

In the Court of Arbitration, Canterbury Industrial District.—Between Inspector of Awards, plaintiff, and George D. Hansford, defendant.

CASE stated by Victor Grace Day, Stipendiary Magistrate, at Timaru, for the opinion of the Court of Arbitration. The statement of claim is as follows :—

"The plaintiff claims to recover from the defendant the sum of £10 as a penalty for a breach of the Timaru Carpenters' award, dated the 12th day of December, 1910. The following are the particulars of the said breach : Defendant on the 18th day of June, 1912, engaged one — Orr, who was not a member of the said union, and did fail to notify the Inspector of Awards within twenty-four hours after engaging the said — Orr, contrary to the provisions of the said award."

The breach alleged comes within clause 12 (*b*) of the Timaru Carpenters' award, Vol. xi, p. 618.

The plaintiff (Inspector of Awards) contends that clause 12 of the said award applies to the members of the Timaru Branch of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers as well as to the Timaru Carpenters' Industrial Union of Workers.

The rules of the Timaru Branch of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers regulating the admission of members are as follows :—

"Rule 5. Candidates joining this section shall have worked at the trade five years, and must be competent workmen, of steady habits, and good moral character. They shall be admitted without ballot or vote. They shall pay an entrance fee of 5s., and 3d. for a copy of rules, also 2d. for cards. Members of this section shall pay 4d. per week contribution; they shall be subject to any local levy imposed on members, but at no time shall the total contributions exceed 6d. per week. 25 per cent. of the receipts from contributions shall be retained for local purposes, and be under the control of the Executive Board."

"Rule 6. (Ordinary section.) Candidates may join this section and be eligible to all its benefits by paying from 1s. per week contributions and the following fees for admission: From nineteen to thirty years of age, 5s.; from thirty to forty years of age, 10s."

"Rule 7. (Junior section.) Apprentices under twenty years of age may be admitted into the junior section upon payment of entrance fee of 2s. 6d., 5d. for rules and cards, and 3d. per week contributions. On attaining the age of twenty-one years they may be transferred to the ordinary or trade sections without further payment of entrance fee."

The rule of the Timaru Carpenters' Industrial Union of Workers regulating the admission of members is as follows:—

"Candidates for admission to the union shall be proposed by members of the union, must have been five years at the trade, of good moral character, and not less than twenty years of age. Except in the case of apprentices to be admitted in last year of time, they shall deposit with the secretary their entrance fee and first week's subscription. Should any candidate be rejected his money shall be returned." (Rule 13.)

The plaintiff also submits,—

(1.) That Rule 12 of the Timaru Carpenters' Industrial Union of Workers has no bearing whatever on the admission of members.

(2.) That Rule 13 of the said union is not contrary to the spirit of clause 12 (*a*) of the said award, inasmuch—

(*a*.) The union would be justified in not accepting as a member any worker who was not a carpenter or joiner by trade or was one of notoriously bad character.

(*b*.) The union waives the necessity for an applicant making a written application, by making it possible for such applicants to approach any member of the said union verbally for admission to the said union.

(*c*.) That clause 11 (*c*) of the said award provides that the period of apprenticeship shall be five years, and therefore the union is justified in requiring that its members shall have worked five years at the trade—*i.e.*, shall have served their apprenticeship.

The defendant admits that he employed the man Orr, who was not a member of either union, and that no notice under clause 12 (*b*) of the said award was given to the Inspector.

The defendant contends,—

(1.) That the rules of the two unions do not provide for the admission of members in the manner and on the terms provided by clause 12 (*a*) of the said award, inasmuch as—

(*a*.) Clause 13 of the rules of the Timaru Carpenters' Union requires candidates for membership to be proposed by members of the union, and authorizes members to reject candidates on returning the money deposited by them; it also provides that candidates must have been five years at the trade (which the defendant submits means as a tradesman and not as an apprentice), and imposes other conditions at variance with clause 12 (*b*) of the award. Clause 12 of these rules also requires that every election under the rules shall be by ballot, which provision is directly at variance with the clause 12 (*b*) of the award.

(*b*.) Clause 5 of the rules of the Timaru Branch of the Amalgamated Society of Carpenters and Joiners requires that candidates joining the section must have worked at the trade five years (which the defendant submits means as a tradesman and not as an apprentice), and imposes other conditions at variance with clause 12 (*b*) of the award.

Therefore there was no necessity for the giving of the said notice.

And (2) that clause 12 (*b*) of the Timaru Carpenters' award only applies to and gives preference to members of the union referred to in such award—viz., the Timaru Carpenters' Industrial Union of Workers—if and so long as that union complies with the conditions mentioned in that clause; and that compliance with those conditions by the Timaru Branch of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers would be insufficient to give preference to the members of that union under clause 12 (*b*) of an award to which it is not a party and in which it is not mentioned.

And (3) that the cause of action relied on in the statement of claim is for not giving preference to some members of "the said union," meaning "the Timaru Carpenters' Industrial Union of Workers," which is the union mentioned in the award; and that to alter the claim to one for not giving preference to some members of another union would be to substitute one cause of action in place of another within the meaning of section 93 of the Magistrates' Courts Act, 1908.

The question for the Court of Arbitration is, Do the facts set out constitute a breach of the award in question?

VICTOR GRACE DAY,
Stipendiary Magistrate.

OPINION OF THE COURT.

The members of the Timaru Carpenters' Industrial Union of Workers are entitled to preference of employment, but only if the rules of the union comply with the requirements of clause 12 of the award. The rules plainly do not comply with the requirements of that clause, and the members of the union are not entitled to preference of employment. The position is the same with regard to the rules of the Timaru Branch of the Amalgamated Society of Carpenters and Joiners, which is referred to in clause 12 (*f*) of the award. The defendant, therefore, has not committed any breach of award.

Dated this 9th day of October, 1912.

W. A. SIM, Judge.

(2661.) NEW ZEALAND MALE BOOT OPERATIVES. — ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and the amendments thereof; and in the matter of an award made on the 16th day of July, 1912, in an industrial dispute between the New Zealand Federated Boot Trade Industrial Association of Workers and the New Zealand Boot-manufacturers' Industrial Union of Employers (male employees) and other employers in the said award named

Friday, the 15th day of November, 1912.

Upon reading an application by the above-named union of workers filed herein on the 3rd September, 1912, and upon hearing such of the parties as were represented, this Court doth order that—

Barker, G. H., 65 Victoria Street, Christchurch;
Jack, R., Fitzgerald Avenue, Christchurch;
Kent, J. R., St. Asaph Street, Christchurch;
Pannell, H., and Co., Manchester Street, Christchurch;
Prosser, A. E., Stafford Street, Timaru;
Woods, T. and H., Colombo Street, Christchurch;
Yager, G., Peterborough Street, Christchurch,

be and the same are hereby added as parties to this award.

By the Court.
W. W. Samson,
Clerk of Awards.

(2662.) SOUTH CANTERBURY TIMBER-YARDS, SAWMILLS, AND COAL-YARDS EMPLOYEES.—ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and the amendments thereof; and in the matter of an award made on the 20th day of April, 1912, in an industrial dispute between the South Canterbury Timber-yards, Sawmills, and Coal-yards Employees' Union and John Jackson and other employers in the said award named.

Friday, the 15th day of November, 1912.

Upon reading an application by the above-named union of workers filed herein on the 1st day of August, 1912, and upon hearing such of the parties as were represented, this Court doth order that—

Greig, J., Rathmore Street, Timaru;
Miller Bros., Edward Street, Timaru,

be and the same are hereby added as parties to this award.

By the Court.
W. W. Samson,
Clerk of Awards.

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Vol. XIII. Part 9.

NEW ZEALAND.

DEPARTMENT OF LABOUR.

AWARDS, AGREEMENTS, AND DECISIONS

UNDER THE

INDUSTRIAL CONCILIATION AND ARBITRATION ACT.

ISSUED UNDER THE DIRECTION OF THE

HON. W. F. MASSEY, MINISTER OF LABOUR.

WELLINGTON, N.Z.
BY AUTHORITY: JOHN MACKAY, GOVERNMENT PRINTER.
—
1912.

INDEX.

Northern (Auckland) Industrial District.

AWARDS— PAGE

Bakers and Pastrycooks (whole district except Gisborne) 778
Drivers (Gisborne) 769
Lithographic and Letterpress Printers' Machinists 788

Taranaki Industrial District.

AWARDS—

Carpenters and Joiners 831
Labourers (Builders', Contractors', and General), New Plymouth .. 839

AWARDS, ADDING PARTIES TO—

Boot Operatives (male) 845
Boot Operatives (female) 845

Wellington Industrial District.

AGREEMENT—

Fishermen (Napier), (*re* steam trawler " Result ") 862

APPEAL FROM DECISION OF STIPENDIARY MAGISTRATE—

Tailors (Wellington), (*re* bespoke work) 806

AWARDS—

Drivers (Napier and Hastings) 794
Lithographic and Letterpress Printers' Machinists 788

Marlborough Industrial District.

ACCEPTED RECOMMENDATION OF CONCILIATION COUNCIL—

Building Trades' Employees 846

AWARD, ENFORCEMENT OF—

Drivers (Blenheim) 851

Westland Industrial District.

AGREEMENTS—

Coal-miners (Brunner) 856
Coal-miners (Tyneside) 852
Gold-miners (Inangahua) 859

Canterbury Industrial District.

ACCEPTED RECOMMENDATION OF CONCILIATION COUNCIL—

Hairdressers' and Tobacconists' Assistants (Christchurch) 826

AWARDS—

Drivers (Christchurch) 808
Lithographic and Letterpress Printers' Machinists 788

Otago and Southland Industrial District.

AWARD—

Lithographic and Letterpress Printers' Machinists 788

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(2627.) GISBORNE DRIVERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and the amendments thereof; and in the matter of an industrial dispute between the Gisborne Drivers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Anderson, A., contractor, Wainui.
Attwood, W., carrier, Gisborne.
Brosnahan, J., contractor, Wainui.
Barry, D. J., brewer and cordial-manufacturer, Gisborne.
Bell Bros., grocers, Mangapapa.
Billings, J., carrier, Gisborne.
Burnand, W. D., carrier, Gisborne.
Bennett, J., carrier, Gisborne.
Brown, George, carrier, Gisborne.
Brocklebank, George, carrier, Gisborne.
Bates, George, carrier, Gisborne.
Common, Shelton, and Co., merchants, Gisborne.
Clayton Bros., timber-merchants and builders, Gisborne.
Colley, John, timber-merchant and builder, Gisborne.
Clare and Sons, bakers, Gisborne.
Cox, W. J., and Co., grocers, Gisborne.
Carter, W., carrier, Te Hapara.
Cassidy, J., carrier, Gisborne.
Clare and Clare, carriers, Gisborne.
Crosswell, L., carrier, Gisborne.
Dunstan, C. W., carrier, Gisborne.
Evans, Neild, and Co., timber-merchants, and builders, Gisborne.
East, James, grocer, Gisborne.
Evans, J. P., carrier, Gisborne.
Field, George, carrier, Taruheru.
Gordon, William, carrier, Taruheru.
Guthrie, J., contractor, Mangapapa.
Good, N., contractor, Mangapapa.
Gray, Fred, plumber, Gisborne.
Gartshore, H., grocer, Te Hapara.
Gray, B., carrier, Gisborne.
Grant, A. and J., carriers, Gisborne.
Gisborne Sheep-farmers' Company (carrying department), Gisborne.
Gavin, P., carrier, Gisborne.

Greaves, S., carrier, Gisborne.
Harding, E. H., food-supplier, Gisborne.
Halliwell, H., food-supplier, Gisborne.
Hall, Frederick, and Sons, plumbers and painters, Gisborne.
Hay, W. H., coal-merchant, Whataupoko.
Hatherall, A., carrier, Whataupoko.
Hay, A. H., carrier, Gisborne.
Henzler, G., carrier, Gisborne.
Hopps, Albert, carrier, Gisborne.
Hyde, C. H., carrier, Gisborne.
Kia Ora Dairy Company, food-suppliers, Gisborne
Lowry, E. G., carrier, Gisborne.
Lowndes, F., and Son, carriers, Gisborne.
McCliskie, W., contractor, Mangapapa.
Martin, H., aerated-water maker, Gisborne.
Maynard, Bert., carrier, Gisborne.
Maher, P., carrier, Gisborne.
McShane, R., carrier, Gisborne.
McKeague, D., carrier, Gisborne.
Nicol, T. S. C., carrier, Gisborne.
Oppenheim, E. R., fellmongery, Taruheru.
O'Meara, W. A., merchant, Gisborne.
Orr, D. M., merchant, Gisborne.
Okitu Butter-factory, food-suppliers, Gisborne
Oatridge, F. J., baker, Gisborne.
Plowman, W., contractor, Mangapapa.
Poverty Bay Sash and Door Company.
Pirie, J., grocer, Gisborne.
Richards, S. T., food-supplier, Gisborne.
Robb Bros., coal-merchants, Gisborne.
Smith, W. H., wool-scourer, Makauri.
Smith, George, timber-merchant and builder, Gisborne.
Smith Bros., aerated-water makers, Gisborne.
Standard Bread Company, bakers, Gisborne.
Sealey, J., grocer, Gisborne.
Sugden, A., carrier, Gisborne.
Sargisson, P. W., carrier, Gisborne.
Smale, George, carrier, Gisborne.
Sceats, J., carrier, Gisborne.
Schollum Bros., carriers, Gisborne.
Teat and Friar, grocers, Gisborne.
Taylor, P., carrier, Mangapapa.
Tozer, H., carrier, Gisborne.
Vincent, S., contractor, Mangapapa.
Vautier, William, grocer, Gisborne.
Westport Coal Company, coal-merchants, Gisborne.
Wootton, S., carter, Gisborne
Yates and McPhail, grocers, Gisborne.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 4th day of November, 1912, and shall continue in force until the 18th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 18th day of October, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. (*a*.) Except where otherwise provided, a week's work shall not exceed forty-eight hours, exclusive of the time required for necessary attendance to horses, which shall not exceed eight hours in any one week.

(*b*.) Any work other than attendance to horses done before 7 a.m. or after 7 p.m. shall be paid for at overtime rates as hereinafter specified, whether or not the weekly limit shall have been exceeded.

(*c*.) The foregoing provisions shall not apply to workers whose hours of work are prescribed by the Shops and Offices Act.

(*d.*) Employers shall be at liberty to make special arrangements as to their hours of work with drivers attending early and late trains and steamers, or employed in the collection or delivery of mails, or whose work is affected by the tides.

(*e.*) Employers shall be at liberty to make special arrangements as to their hours of work with drivers making trips beyond the limits fixed for the operation of this award with drivers employed in connection with town and suburban parcels or furniture-delivery, meat-works, abattoirs, and stone-quarries, and at sand and gravel carting, or nightsoil and municipal scavengering work, provided that in each case the total number of hours of work in the week as hereinbefore prescribed shall not be exceeded, and in the case of these drivers overtime shall only be paid for any time worked in any week in excess of the hours herein prescribed.

(*f.*) The hours of drivers employed by aerated-water and cordial makers shall be forty-eight hours per week during the months of April to October inclusive, and sixty hours per week during the rest of the year. These hours shall include time occupied in necessary attendance to horses.

(*g.*) One hour shall be allowed for dinner, if feasible.

(*h.*) The employer shall provide a time-book, in which each driver shall enter daily the total hours for which he is entitled to be paid, stating the overtime (if any). The employer shall within twenty-four hours have the time verified and the book initialled.

Wages.

2. (*a.*) The minimum wages for drivers shall be as follows: For those driving and attending to one horse, £2 8s. per week; for those driving and attending to two or more horses, £2 12s. per week.

(*b.*) These wages shall extend to and cover attendance to horses on Sundays, week-days, and holidays, subject to the limit hereinbefore prescribed.

(*c.*) No deduction shall be made from such wages for any cause save for time lost through the worker's own default or sickness.

Casual Drivers.

3. (*a.*) Casual drivers shall be paid at the rate of 1s. 1½d. per hour for a driver driving and attending to one horse, and at the rate of 1s. 3d. per hour for a driver driving and attending to two or more horses. Overtime shall be paid to such drivers at the respective rates of 1s. 3d. and 1s. 6d. per hour, and shall commence after nine and a half hour's work shall have been worked in any one day. In the case of casual drivers the whole time worked, including time attending to horses, is to be computed as time or overtime, as the case may be.

(*b.*) A worker shall be deemed to be a casual driver who is not employed continuously for one week or more.

(*c.*) For work done on Sunday, Christmas Day, or Good Friday a casual driver shall be paid at the rate of 2s. 6d. per hour, save for the time attending to horses, which shall be paid for at the ordinary rate.

Employment of Youths.

4. (*a.*) Except where otherwise expressly provided, employers shall be at liberty to employ youths above the age of eighteen years at not less than the following wages: From eighteen to nineteen years, £1 5s. per week; from nineteen to twenty years, £1 10s. per week; from twenty to twenty-one years, £1 15s. per week.

(*b.*) The number of youths so employed shall not exceed one to each employer, firm, or company employing one driver, and one for each complete four additional drivers.

(*c.*) Employers who carry on business as bakers shall be at liberty to employ youths at not less than the following wages: Under the age of eighteen years, 12s. 6d. per week and found, or £1 per week dry pay; from eighteen to nineteen years, 15s. per week and found, or £1 2s. 6d. dry pay; from nineteen to twenty years, 18s per week and found, or £1 8s. dry pay; from twenty to twenty-one years, £1 per week and found, or £1 10s. dry pay.

(*d.*) The number of youths to be employed under the last preceding clause shall not exceed one to each employer employing not more than one driver, and one to each complete additional three drivers: Provided that any employer who is unable to find employment for a fully paid driver may employ one youth.

(*e.*) The minimum weekly wage prescribed by this clause shall be deemed to extend to and cover attendance to horses on Sundays, week-days, and holidays, subject to the limit hereinbefore prescribed.

(*f.*) The rate of overtime and payment for work done on holidays for youths shall be as follows: Under twenty years of age, 9d. per hour; twenty years of age and over, 1s. per hour.

Holidays.

5. (*a.*) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Anniversary Day (if observed as a public holiday), birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

(*b.*) When any of these holidays is generally observed on any other day such other day shall be deemed to be the holiday for the purposes of this award.

(*c.*) Any employer may substitute another day for the birthday of the reigning Sovereign or Boxing Day.

(*d.*) The holidays for drivers working for employers whose principal business is governed by another award shall be the holidays provided in such other award.

(*e.*) Drivers employed by fishmongers, laundrymen, and aerated-water and cordial makers may be required to serve customers on holidays without extra payment, but the employers shall so arrange their business that the smallest amount of work reasonably practicable shall be done on such days. The time so occupied shall count as part of the week's work specified in clause 1 hereof.

(*f.*) For work done on Sunday, Christmas Day, or Good Friday, other than attendance to horses, drivers shall be paid at the rate of not less than 2s. per hour. For work other than attendance to horses done on any of the other holidays mentioned in this award drivers shall be paid at the rate of not less than 1s. 3d. per hour. The above payments shall be in addition to the weekly wages.

Overtime.

6. Overtime shall be paid for at the rate of 1s. 3d. per hour for all time worked beyond the hours prescribed in clause 1 hereof.

Drivers' Duties.

7. It shall be part of the ordinary duty of a driver to assist when required in loading and unloading his employer's vehicles, and his employer may employ him at other than carting-work for the purpose of filling in time.

Stable-work.

8. In all stables where fourteen or more horses are kept the employer shall provide a man whose duties shall be to keep the stables clean and mix the feed. The drivers shall in turn take a "week on" to assist him in feeding and watering all horses, subject to the provisions of clause 1 of this award.

Boarding.

9. An employer may enter into an agreement with a driver to provide him with suitable board and lodging, and to deduct the price thereof from his wages at a rate not exceeding 17s. per week.

Payment of Wages.

10. Wages, including overtime, shall be paid weekly or fortnightly on a day to be from time to time fixed in advance by the employer.

Term of Engagement.

11. In the case of workers other than casual hands a week's notice of dismissal or of resignation shall be given by the employer or the worker, but this shall not prevent any employer from dismissing any worker for good cause.

Under-rate Workers.

12. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such

lower wage as may from time to time be fixed, on the application of the worker, after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

13. (*a.*) In the event of any employer hereafter engaging any worker, other than a youth, who shall not be a member of the union, and who within fourteen days after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union who is equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

(*b.*) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any person of good character and sober habits who is employed as a driver to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Matters not provided for.

14. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall

be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Exemptions.

15. (*a.*) This award shall not apply to any employer, although named as a party hereto, who is bound by the provisions of any other award in relation to drivers employed by him.

(*b.*) Employers of drivers of vehicles and teams used by agricultural and sheep farmers, nurserymen, and orchardists, exclusively for work in connection with their farms or orchards, or for carting goods produced on or for the use of such farms or orchards, are exempt from the conditions of this award.

(*c.*) The provisions of this award shall not apply to livery-stable keepers, coach, bus, or cab proprietors, medical men, or to dairymen when engaged in delivering milk to customers.

(*d.*) The provisions of this award shall not apply to drivers employed solely in connection with the business carried on in meat-works and freezing-works.

(*e.*) The provisions of this award shall not apply to country sawmillers so far as relates to the cartage of timber from their sawmills to their own yards, or contracts, or to railway-trucks.

Applications for Exemptions.

16. The Court reserves to itself power to exempt from the operation of this award any employer named as a party hereto who has not been joined as a party to any previous award in connection with drivers, and who is engaged in any business which has not been brought under the operation of any such previous award.

Existing Contracts.

17. The provisions of this award shall not apply to any work done in connection with contracts entered into before the 1st day of September, 1912, and uncompleted, but an employer shall not be entitled to the benefit of this clause unless he shall, within one month from the date on which this award is filed, give to the local Inspector of Awards notice in writing of the contracts in respect of which he claims exemption, stating the date of such contract, the name of the person or body with whom the same has been made, and the nature of the work and where the work is to be performed.

Scope of Award.

18. The operation of this award is limited to the area lying within a radius of ten miles from the Chief Post-office in the Town of Gisborne.

Term of Award.

19. This award shall come into force on the 4th day of November, 1912, and shall continue in force until the 18th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 18th day of October, 1912.

W. A. SIM, Judge.

MEMORANDUM.

It was proposed by the Drivers' Federation to apply for a Dominion award under the Act of 1911, but, owing to the defective legislation on the subject, this was found to be impossible. Applications for local awards were made, therefore, in Auckland, Gisborne, Wellington, Wanganui, Napier, Christchurch, and Dunedin, and these were heard as one dispute in Wellington on the 17th and 18th days of September last. They were treated as being in substance, though not in form, applications for a Dominion award.

The principal changes made by the new awards in existing conditions are these:—

1. Attendance to horses has been limited to eight hours per week. There is no doubt that in the past some employers have made an improper use of the right to require a driver to attend to horses without any limit as to time, and some restriction on the subject is necessary.
2. The time occupied by a driver in going from and returning to the stable is to count as part of his working-hours.
3. The wages of drivers have been increased. In the City of Wellington the increase is 1s. per week. In Auckland, Christchurch, and Dunedin the increase is 4s. per week.
4. The rates for casual drivers have been increased.

The Auckland City award is limited to the area lying within a radius of ten miles from the Chief Post-office there, as only employers in or about the city were made parties to the dispute. A similar award will be made to operate in Hamilton when the necessary application is made to the Court.

The position is the same with regard to the Christchurch award. A similar award will be made to operate in Timaru and Ashburton when the necessary application is made to the Court.

Three awards have been made in the Wellington District, as there are three unions there, and three separate disputes were originated there.

It was impossible to consider individual applications for exemption, and a general clause has been introduced giving the Court power to exempt any employers who have not been bound by awards previously made in connection with drivers, and who are engaged in any business not previously brought under the operation of such an award.

W. A. SIM, Judge.

(2628.) NORTHERN DISTRICT (EXCEPT GISBORNE) BAKERS AND PASTRYCOOKS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Operative Bakers' and Pastrycooks' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Auckland—
- Archibald and Gibson, Mount Eden.
- Ashby, H. J., Mount Roskill.
- Barber, R., Karangahape Road.
- Brinsmead, —, St. Helier's Bay.
- Buchanan, John, Upper Symonds Street.
- Buchanan, W. (Limited), Karangahape Road.
- Buchanan, W. (Limited), Victoria Avenue, Eden Terrace.
- Burton, John, Grafton Road.
- Clow Bros., Northcote.
- Collins, William, College Road.
- Connon and McLaren, Dominion Road.
- Cooper, Misses, Victoria Street.
- Corley, J., Hobson Street.
- Cornes, J. E., Wellington Street.
- Cowan, R., Mount Eden Road.
- Crowe, P., Hobson Street.
- Davis, J., Eden Terrace.
- Davis, R., Mount Albert.
- Donaldson, R. A., Victoria Street.
- Evans, J., Northcote.
- Farrell, R., Onehunga.
- Finlay, A., Great North Road.
- Finlay, W., Richmond.
- Gardiner, J., Upper Symonds Street.
- Glass, J., Devonport.
- Hall, J., Otahuhu.
- Hall, W., Takapuna.
- Harnett, H., Wellington Street.
- Harrison, S., Richmond Road.
- Hayhow, W., Ponsonby Road.
- Honis, E., Grey Street.
- Hosking, T., Great North Road.
- Howie, E., Upper Symonds Street.
- Howie, J., Newton Road.
- Hyland, H., Onehunga.
- Kelsall, Mrs., Onehunga.
- Kent, G., and Sons, Newmarket.
- King, T., Remuera.

Lane, B., Devonport.
Macpherson, W., Mount Eden.
McConnell, J., Jervois Road.
McGregor and Montgomery, Devonport.
McGregor and Montgomery, Parnell.
McKeown, E., Queen Street.
McQuillan, T., Victoria Street.
Moorcraft, T., and Sons, Kingsland.
Nairn, T., Queen Street.
Nicholson, J., Franklin Road.
Parsons, A., Ponsonby.
Phillip, W. H., Epsom.
Pierce, R., Hobson Street.
Robertson, D., Avondale.
Smerdon, G., Newmarket.
Sproul, R., Kingsland.
Strange, T., Parnell.
Teasdale, James, and Co., Ponsonby Road.
Thomas, A. E., Great North Road.
Walker Bros., Ellerslie.
Wallace, G., Otahuhu.
Wiles, E. S., Ponsonby Road.
Wilson, R., Khyber Pass.
Workers' Co-operative Society, Arney Street, Newton.
Wright, G. W., Karangahape Road.

Aratapu—
- Corkill Bros.
- Saulbrey, —.

Cambridge—
- Boyce, C.
- McLennan, J.
- Mueller, M.
- Robertson, G.

Clevedon—
- Holloway and Halliday.
- Robertson Bros.

Coromandel—
- Cook and Martin.

Dargaville—
- Carr, F.
- St. George, W.

Drury—
- Rugg, —.

Frankton—
- Glover, R. J.

Hakaru—
- Gordon, J.

Hamilton—
- Bettley, J.
- Grigg, R. A.
- Roberts, L.
- Smith, G. A.
- Smith, W. B.

Hamilton East—
- Bushby, T.
- Fisher, R. W.

Helensville—
- Hunter, R.
- Stewart Bros.

Henderson—
- Bussey, —.

Hikurangi—
- Anderson, H.
- Peckham, —.

Howick—
- Hughes, W. D.

Huntly—
- Gleeson, T. and R.
- Maxwell, C.

Kaikohe—
- Edwards, A. W.

Kamo—
  Wilkinson, H.
Kaihu—
  Bromwich, —.
Kakahi—
  Carr, W.
Karangahake—
  Reeve and Keating.
Kawakawa—
  Fleet, J.
Kihikihi—
  Elmsley, J. G.
Kiripaka—
  Callaghan, M.
Mamaku—
  Manson, —.
Mangawai—
  Wintle Bros.
Mangonui—
  Irvine, J.
Matamata—
  Morgan, D. J.
Mercer—
  Carter, S.
  Pulham and Valentine.
Morrinsville—
  Morrice, W.
  Reed, T.
Naumai—
  Walker, W.
Ngaruawahia—
  Edkins, W.
  Green and Colebrook.
Ohaupo—
  Green and Colebrook.
Onerahi—
  Whitehouse, H.
Opotiki—
  Bernard, S.
  Butt, F.
  Wells, R.
Otorohanga—
  Green and Colebrook.
Owhango—
  Herbert, H.
Paeroa—
  Bromwich, E.
  Moore, J.

Pahi—
  Chadwick, W.
Papakura—
  Willis Bros.
Patumahoe—
  Henry, P., and Son.
Pukekohe—
  Erlandson, R. B.
  Weston, —.
Raglan—
  Bernard, E. W.
Rotorua—
  McNamara, J.
  Phipps, —.
  Richardson, W.
  Williams and Johnston.
Silverdale—
  McArthur, A.
Swanson—
  Knox, W.
Taneatua—
  Buchanan, —.
  Johnston, G.
Taumarunui—
  Corringham, A.
  Stevenson, W. E.
Taupiri—
  Gleeson, W.
Tauranga—
  Hammond, F. H.
  Johnstone, N.
  Maxwell, G.
  Trigg and Thompson.
Te Aroha—
  Green, —.
  Wigg and Co.
Te Awamutu—
  Edwards, A. H.
Te Kopuru—
  Bryan, Ross.
Te Kuiti—
  Fickling, F.
  Green and Colebrook.
Te Puke—
  King, R.

Thames—
  Billing, A.
  Gleeson, W. R.
  Halligan, B.
  Mennie and Dey.
  Scott, W.
Tuakau—
  Johns, R.
Waihi—
  Cutforth, A.
  Ford, Mrs. S.
  Newdick, J.
  Roberts, W. E.
Waihou—
  Cuthbert and Woodhead.
Waikino—
  McDonald, J.
Waikumete—
  Hay, J. C.
Waimana—
  McWilliam, W.
Waitoa—
  Turnbull and Lindeman.
Waiuku—
  Curran, H.
Warahoe—
  Moore, J. E.
Whangarei—
  Coates, A. T.
  Swanberg, F. O.
  Wrigley, A.
Whitianga—
  Bryce, —.
  White and Co.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 18th day of November, 1912, and shall continue in force until the 25th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 25th day of October, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. (*a.*) The hours of work for bakers and pastrycooks shall not exceed forty-eight in any one week.

(*b.*) Subject to the special provisions hereinafter contained the daily hours of work shall be regulated by each employer from time to time according to the requirements of his business, but so that any time worked in excess of ten hours in any one day by any worker shall be reckoned and paid for as overtime, whether or not such worker shall have worked forty-eight hours in that week.

(*c.*) The hour of starting work for bakers shall be not earlier than 4 o'clock a.m., except on Saturdays and the day immediately preceding a public holiday, when it may be one hour earlier—viz., 3 o'clock a.m. In the event of a double holiday, work may commence two hours earlier—namely, 2 o'clock a.m. Where employers have country deliveries, or have to forward bread by country coaches, they may start at 3 a.m.

(*d.*) If any employer shall require any of his workers to start work at an earlier hour than that hereinbefore prescribed he shall pay such worker overtime at the rate of double time for all time worked between midnight and the hour prescribed for starting work, and such overtime shall be paid notwithstanding a full day's work shall not be worked by the particular worker who is so required to start work at such earlier hour. If a jobber is required to work at an earlier hour than the hours hereinbefore prescribed he shall be paid double time for any time worked between midnight and such prescribed hours.

(*e.*) Any journeyman employed to make dough by machinery or hand may start work earlier than the hours hereinbefore prescribed, but any journeyman who for that purpose is required to start work earlier than those hours shall be paid 5s. per week in addition to the minimum wage fixed by this award.

(*f.*) In towns having a population of less than 1,500 persons according to the census of 1911 the hours of work may be fixed by each employer according to the requirements of his particular business.

(*g.*) The hour of starting work for pastrycooks shall be not earlier than 6 a.m. on Tuesday, Wednesday, Thursday, and Friday, and not earlier than 4 a.m. on Monday and Saturday. In cases of emergency and on any holiday and the day immediately preceding such holiday the starting-time shall be agreed on between the employer and the foreman.

Wages.

2. (*a.*) The minimum wages shall be as follows: Foreman baker or pastrycook, £3 5s. per week; journeyman baker or pastrycook, £2 15s. per week; baker's labourer, £2 8s. per week.

(*b.*) A baker's labourer shall not be employed in the actual manufacture of bread or small goods, except that he may be employed to assist a journeyman in working a bread-baking machine.

(*c.*) Bakers' labourers shall be employed in the proportion of not more than one labourer to every four journeymen or fraction of four.

(*d.*) In country bakehouses where only one journeyman is employed the following wages may be paid: On an out-turn of 2,000 2 lb. loaves per week, £3 5s. per week; 1,500 2 lb. loaves or over per week, £3 per week; 1,250 2 lb. loaves or over per week, £2 15s. per week; under 1,250 2 lb. loaves per week, £2 10s. per week.

(*e.*) When the employer is himself substantially engaged in doing the actual work of a journeyman in his own bakehouse he shall be classed as a foreman or first hand, and he shall take an equal share of sponging with the men; or, if he elects not to do sponging, he shall pay the worker who does it for his time.

(*f.*) The wage fixed by this award is a weekly wage, and no deduction shall be made therefrom except for time lost through the worker's own default or sickness.

Jobbers.

3. A jobber shall be paid at the rate of not less than 11s. per day of eight hours. He shall be paid not less than half a day's wages in any event. If he is employed for more than four hours he shall be paid not less than 1s. 4½d. per hour up to the full day of eight hours, and after that he shall be paid overtime at the rates fixed by this award for journeymen.

Overtime.

4. Subject to the present practice with regard to sponging, and also to the provisions of clause 1 (*d*) hereof, if overtime is required to be worked it shall be paid for as follows: Time and a quarter from the customary time of ceasing work up to 6 p.m.; time and a half from 6 p.m. up to 10 p.m.; from 10 p.m. to midnight, double time. Overtime for apprentices, 9d. per hour for the first three years, and for the last year of apprenticeship, time and a quarter.

Holidays.

5. The following shall be deemed to be holidays: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, King's Birthday, Christmas Day, and Boxing Day. Sunday sponging shall cover all holidays. If a workman is required to work on any of such holidays he shall be paid at the rate of time and a half in addition to his weekly wage.

6. If any of these holidays shall be generally observed on any other day such other day shall be deemed to be the holiday for the purposes of this award.

Carters.

7. A carter shall not be employed in any bakehouse in connection with the manufacture of any goods in the baking trade, but a baker may deliver bread so long as he does not work more than the prescribed hours.

Boarding of Workers.

8. Employers shall not provide any of their workers with board or lodging on their own premises: Provided that in any case where a worker can satisfy the nearest Inspector of Factories that it is not practicable for such worker to obtain at a reasonable rate suitable board and lodging elsewhere than on his employer's premises, such Inspector of Factories may issue to such worker a permit authorizing him to agree with his employer to board and lodge on his employer's premises at a rate not exceeding 15s. per week. This clause shall not apply to the boarding of apprentices.

Meal-hours.

9. (*a.*) Not less than half an hour shall be allowed for breakfast and three-quarters of an hour for dinner, unless under special circumstances, when by mutual arrangement between the employer or his representative and the worker a shorter interval may be taken for meals.

(*b.*) No worker shall be allowed to work longer than four hours and a half before breakfast.

Employment of Females.

10. Females shall not be employed to manufacture any goods in a bakehouse, or to do any hot-plate work, but they may be employed in finishing and packing small goods, and cleaning fruit.

Termination of Engagement.

11. One week's notice of the termination of the engagement of a worker shall be given by the employer to the worker or by the worker to the employer.

Apprentices.

12. (*a.*) Any employer taking an apprentice shall be deemed to have undertaken the obligation which he agrees to perform as a duty enforceable under this award of teaching such apprentice the trade, and shall pay such apprentice not less than the undermentioned rates of wages: For the first six months, 12s. 6d. per week; second six months, 15s. per week; third six months, 17s. 6d. per week; fourth six months, £1 per week; fifth six months, £1 2s. 6d. per week; sixth six months, £1 5s. per week; seventh six months, £1 7s. 6d. per week; eighth six months, £1 10s. per week.

(*b.*) Where an employer provides his apprentice with board and lodging the above-mentioned wages may be reduced by 7s. 6d. per week during the first year, 10s. per week during the second year, 12s. 6d. per week during the third year, and 15s. per week during the fourth year.

(*c.*) The period of apprenticeship shall be for four years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship.

(*d.*) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served, and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligations of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(*e.*) If an employer shall from any cause beyond his control be unable to fulfil his obligations to his apprentice it shall be lawful for such apprentice to complete his term with another employer, and such employer may take and employ such apprentice, notwithstanding he has the full number of apprentices allowed by this award.

(*f.*) An employer taking an apprentice shall give notice thereof and the name of the apprentice to the Inspector of Factories within one month after the expiration of the period of probation, and an employer transferring an apprentice to another employed small similarly within one week thereof give notice of such transfer to such Inspector.

(*g.*) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(*h.*) When an apprentice is discharged for cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Factories.

(*i.*) Every employer shall be allowed to have one apprentice, whether he employs any journeymen or not. If an employer employs more than two journeymen he shall be allowed two apprentices, but not more than two apprentices shall be allowed in any one bakehouse.

(*j.*) Existing arrangements with or relating to apprentices now serving under indentures or under existing awards shall not be affected by anything herein contained, and so far as is necessary for the purpose of giving effect to such arrangements the said awards shall continue in force.

(*k.*) An apprentice who has served his term of apprenticeship may be employed as an improver for a further period of one year by any employer at a minimum wage of £2 per week.

Under-rate Workers.

13. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker, after due notice to the union, by the local Inspector of Factories or such other person as the Court may from time to time appoint for that purpose, and such Inspector or person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

14. (*a.*) In the event of any employer hereafter engaging any journeyman baker or pastrycook who shall not be a member of the union, and who within fourteen days after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union who is equally qualified with the non-member to perform the particular work required to be done and ready and willing to undertake the same.

(*b.*) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any person of good character and sober habits who is employed as a baker or pastrycook to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Scope of Award.

15. This award shall not apply to that part of the industrial district which is included in the Gisborne Judicial District.

Term of Award.

16. This award shall come into force on the 18th day of November, 1912, and shall continue in force until the 25th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 25th day of October, 1912.

W. A. SIM, Judge.

MEMORANDUM.

It was understood that the decision of the Court in connection with this dispute would settle the similar disputes in Wellington, Canterbury, and Otago and Southland. It therefore is in substance, though not in form, a Dominion award.

The important questions to be settled were those relating to (1) night shifts, (2) wages. Under the existing Auckland City award (Book of Awards, Vol. x, p. 205) employers have the right to work a night shift, starting work not earlier than 10 p.m. The union asked to have this right taken away. The employers, on the other hand, asked to have it extended to the other parts of the Dominion, where under existing awards such a shift in effect is prohibited. The right to work this night shift appears to have been agreed to in 1905 by the representatives of the Auckland Union without much consideration, and without consulting the union on the subject. It is objected to strongly by the workers. Employers in centres other than Auckland appear to be able to carry on their business without such a shift, and we are not convinced that such a shift is really necessary. The Court has either to abolish it in Auckland or to extend it in the way asked for by employers, and in the circumstances the Court has decided to abolish it. Provision has been made under which a journeyman employed to make dough by machinery or hand may start work at any hour, but he must be paid 5s. per week extra.

The minimum wage for a foreman baker or pastrycook has been fixed at £3 5s., and for a journeyman baker or pastrycook at

£2 15s. This is an increase on the minimum fixed by existing awards, and involves also the abolition of a separate minimum wage for table hands.

A minimum wage of £2 8s. per week has been fixed for a baker's labourer, and the number of labourers who may be employed is limited.

W. A. Sim, Judge.

(2629.) NEW ZEALAND LITHOGRAPHIC AND LETTERPRESS PRINTERS' MACHINISTS.—AWARD.

In the Court of Arbitration of New Zealand, Northern, Wellington, Canterbury, Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the New Zealand Lithographic and Letterpress Printers' Machinists' Industrial Association of Workers (hereinafter called "the Workers' Association") and the New Zealand Master Printers' Industrial Association of Employers (hereinafter called "the Employers' Association").

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the Workers' Association by its representatives duly appointed, and having also heard the Employers' Association by its representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the Workers' Association, the unions composing the same, and the members of such unions on the one hand, and the Employers' Association and the union composing the same and the members of such unions on the other hand, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the said associations and the members thereof respectively, and upon the members of the said unions respectively, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the said associations and every member thereof respectively, and the members of the said respective unions and every of them, shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof And the Court doth further order that this award shall take effect from the 18th day of November, 1912, and shall continue in force until the 25th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 25th day of October, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. (*a.*) In the cities of Auckland, Wellington, Christchurch, and Dunedin, and in the towns of Gisborne, Wanganui, Palmerston North, Napier, Hastings, Petone, Lower Hutt, Timaru, Oamaru, and Invercargill the hours of work shall not exceed forty-eight hours per week, and shall be fixed by each employer, subject to the special provisions hereinafter contained. For the purposes of this award each of these cities and towns shall include the area lying within a radius of five miles from the Chief Post-office in each of the said cities and towns respectively.

(*b.*) Where machinists are employed in printing an evening or weekly newspaper their hours of work shall be between 8 a.m. and 6 p.m.

(*c.*) Where machinists are employed in printing a morning newspaper their hours of work shall be regulated so as not to exceed eight in each day of twenty-four hours.

(*d.*) In all other cases the hours of work shall be between 8 a.m and 6 p.m. on five days of the week, and between 8 a.m. and noon on the factory half-holiday.

(*e.*) Night shifts of not more than eight hours each may be worked.

2. In all other parts of the industrial districts the hours of work in both jobbing and newspaper offices shall not exceed forty-eight hours per week, and shall be regulated by each employer according to the requirements of his particular business.

Wages.

3. (*a.*) The minimum wage for journeymen letterpress machinists in the cities and towns named in clause 1 hereof shall be £3 5s. per week.

(*b.*) In all other parts of the industrial districts the minimum wage for journeymen letterpress machinists shall be £2 15s. per week.

(*c.*) The minimum wage for lithographic transferers and machinists shall be £3 5s. per week.

(*d.*) Machinists employed on any night shift shall be paid 5s per week in addition to the minimum wage fixed by this award.

(*e.*) Employers shall not be bound to pay for holidays, but, subject to this, no deduction shall be made from the weekly wage fixed by this award except for time lost through the worker's sickness or default.

Feeders.

4. Feeders and assistants may be employed at such wages as may be agreed upon between each worker and his employer. Their work on the machine shall be limited to oiling, cleaning, and feeding machines, washing rollers, and lifting formes and paper on or off the machine. They shall not do any "making ready" except in assisting the machinist, nor alter the adjustment of the machine, except such as is necessary in washing up or starting and stopping the machine.

Employers to have Control.

5. Employers are not limited as to the number of machines to be worked by any journeyman. Each employer shall have full discretion in the management and arrangement of the work and machines in his factory, and he may make such regulations not inconsistent with the provisions of this award as he may think necessary for the proper working of his business.

Holidays and Overtime.

6. (*a.*) The following holidays shall be observed in each year: New Year's Day, Anniversary Day, Good Friday, Easter Monday, the Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day, and in the City of Christchurch Show Day also.

(*b.*) In respect of machinists engaged in printing newspapers the holidays shall be Christmas Day and Good Friday.

(*c.*) Any work done on Sunday, Christmas Day, or Good Friday shall be paid for at the rate of double time, and on any other holiday at the rate of time and a half.

(*d.*) If any of the specified holidays shall be generally observed on any other day such other day shall be deemed to be the holiday for the purposes of this award.

(*e.*) Any time worked beyond the hours prescribed in clauses 1 and 2 hereof shall be paid for at the rate of time and a third.

Apprentices.

7. (*a.*) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rates of wages: For the first year, 10s. per week; for the second year, 15s. per week; for the third year, £1 per week; for the fourth year, £1 5s. per week; for the fifth year, £1 10s. per week; for the sixth year, £2 per week. Apprentices shall be paid the following overtime rates: For the first year, 6d. per hour; for the next three years, 9d. per hour; for the fifth and sixth years, 1s. per hour.

(*b.*) The period of apprenticeship shall be six years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship. The obligation of the apprentice to serve the employer shall be deemed to be a duty enforceable under this award.

(*c.*) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served, and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the orginal employer, and such employer shall be entitled to accept such transferred apprentice, although he may already have the number of apprentices allowed by this award.

(*d.*) It shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(*e.*) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(*f.*) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(*g.*) When an apprentice is discharged for cause the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories.

(*h.*) Existing arrangements with or relating to apprentices now serving any employer may continue, provided that an employer wishing such arrangements to continue shall forward the names of his present apprentices to the Inspector of Factories within one month after the filing of this award, but it shall not be necessary to give any such notice in connection with any apprentice who is serving under the provisions of any previous award of the Court.

(*i.*) No deduction shall be made from the wages of an apprentice except for time lost through the worker's illness or default, or on account of the temporary closing of the factory for cleaning or repairing the machinery, and the apprentice shall make up such lost time before the following year of his apprenticeship shall be deemed to commence, and the total period of his apprenticeship shall be extended for a period equal to such lost time; but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

(*j.*) The proportion of apprentices shall be one for the house and one for each three or fraction of three fully paid workers employed.

Under-rate Workers.

8. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of such worker, after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period, not exceeding six months, as such Inspector or person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

9. (*a.*) If any employer shall hereafter engage any worker who shall not be a member of any recognized printing-trade union, and who within one month after his engagement shall not become a member of an industrial union of workers belonging to the said Workers' Association, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member who is equally qualified with the non-member to perform the particular work required to be done and ready and willing to undertake the same.

(*b.*) The provisions of the foregoing clause shall operate if and only so long as the rules of the unions forming the said Workers' Association shall permit any person of good character and sober habits and employed as a machinist in the printing trade to become a member of the said unions upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Exemptions from Award.

10. So long as present conditions are observed the printing of the illustrated supplement to the *Auckland Weekly News* shall be exempt from the operation of clauses 1, 3 (*e*), and 6 of this award.

11. This award is subject to the provisions of the award made on the 7th day of October, 1910, in an industrial dispute between the Auckland Lithographic Society Industrial Union of Workers and the Brett Publishing Company and other employers, and until the expiration of the period fixed by the said award for the operation thereof this award shall not come into force in the area within which the said award is now in force.

Scope of Award.

12. This award, which is made under the provisions of section 4 of the Industrial Conciliation and Arbitration Amendment Act, 1911, shall operate throughout the Northern, Wellington, Canterbury, and Otago and Southland Industrial Districts.

Term of Award.

13. This award shall come into force on the 18th day of November, 1912, and shall continue in force until the 25th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 25th day of October, 1912.

W. A. Sim, Judge.

MEMORANDUM.

The only parties to this dispute are two industrial associations, and, as they agreed on the place of hearing, the Court has been able to exercise the jurisdiction conferred by the Amendment Act of 1911 by making one award to operate in the four principal industrial districts.

The minimum wage for letterpress machinists has been fixed at £3 5s. per week in the four principal cities of the Dominion and in the principal towns in the four industrial districts affected, and at £2 15s. per week in the other parts of these districts. The minimum wage for lithographic transferers and machinists has been fixed at £3 5s. throughout the four industrial districts.

The Workers' Association asked to have wages and other conditions fixed for machinists and other workers employed on rotary machines. The association was entitled to make this application, and provisions as to these workers would have been included in the present award if the association had placed before the Court sufficient information to enable an award to be made. This, however, was not done, and in consequence the Court has been unable to deal with this branch of the dispute. The association called evidence to prove the wages paid to rotary machinists in some of the larger offices, but furnished hardly any information as to the duties or wages of brake hands and assistants. It was proved that one assistant was being paid £1 5s. per week, while under the scale of wages proposed by the association he would be entitled to receive £3 10s. per week. This rather suggests that the scale proposed by the association cannot be taken as a safe guide in the matter; and, as the employers did not assist by making any proposals, or by affording any information as to existing conditions, the Court is unable to deal with the subject. Where the Court is asked for the first time to regulate the wages and conditions in connection with any particular branch of industry, it is necessary for the applicant to put before the Court fully and fairly the existing conditions in that particular branch. This has not been done in the present case. W. A. SIM, Judge.

WELLINGTON INDUSTRIAL DISTRICT.

(2630.) NAPIER AND HASTINGS DRIVERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Napier Drivers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Alexander, James, Carlyle Street, Napier.
Amner, W. A., Clive Square, Napier.
Andrew, J. B., Emerson Street, Napier.
Aku Hatu, Napier South.
Agnew, J., Hastings.
Adamson, James, Hastings.
Admore, A., Hastings.
Adam, Pohio, Petane.
Arnott, H., Petane.
Alexander, T., Taradale.
Alley, C. H., Clive.

Barry Bros. (Limited), Tennyson Street, Napier.
Beresford and Roberts, Emerson Street, Napier.
Bickerstaff, J. H., Hastings Street, Napier.
Brown, J. V., and Co., Station Street, Napier.
Bryant and Co., Hastings Street, Napier.
Bull Bros., Waghorne Street, Napier.
Byrne, W. F., Shakespeare Road, Napier.
Ballinger Bros., Hastings.
Baines, J., Hastings.
Bishop, Walter, Hastings.
Boyd, J. W., Hastings.
Bone, F. L., Hastings.
Brausch, C., Hastings.
Brown, G. H., Hastings.
Bannatyne, J., Hastings.
Brown, James, Hastings.
Ballantyne, H. G., Puketapu.
Bicknell, J., Puketapu.
Carter, James, Dickens Street, Napier.
Carter, W. H., Hastings Street, Napier.
Cook, R. R., Emerson Street, Napier.
Coe, J. W., Shakespeare Road, Napier.
Campbell, A., Hastings.
Campbell, H., Hastings.
Clarkson, T., Hastings.
Chapman and Co., Hastings.
Clark, E., Hastings.
Collict, T., Hastings.
Collins, T., Hastings.
Cook, W., Hastings.
Codd, C., Wharerangi, Greenmeadows.
Colwill Bros., Greenmeadows.
Cushing Bros., Clive.
Dobel, C., and Co., Waghorne Street, Napier.
Denholm Bros., Waghorne Street, Napier.
Dool, D., Hastings.
Dool, J., Hastings.
Dysart, R., Hastings.
Duncan and Abbott, Hastings.
Donovan, T., Hastings.
Douglas Bros., Hastings.
Ellison and Duncan, Waghorne Street, Napier.
Eddy and Smith, Emerson Street, Napier.
Eves, S. T., Havelock.
Frater, G., Carlyle Street, Napier.
Findlay, G., Hastings.
Frimley Canning Factory, Hastings.
Gardiner, R., Westshore, Napier.
Gilberd and Co., Dickens Street, Napier.

Griffen, John, Chaucer Road, Napier
Gallagher, Carr, and Co., Hastings.
Garnett, J., Hastings.
Graham, S., Hastings.
Graham, J., Hastings.
Grant and Flowers, Hastings.
Green, J., Hastings.
Glenny, R. M., Taradale.
Hamlin, R. H. J., Thackeray Street, Napier.
Harris, T. W., Nelson Crescent, Napier.
Hawke's Bay Farmers' Co-operative Association, Station Street, Napier.
Hawke's Bay Motor Company, Hastings Street, Napier.
Hawke's Bay Soap and Tannery Company, Herschell Street, Napier.
Hawke's Bay Steam Laundry, Thackeray Street, Napier.
Hawke's Bay Timber Company, Kennedy Road, Napier.
Holder, H. J., Emerson Street, Napier.
Holt, R., and Sons, Thackeray Street, Napier.
Humphries, J., Munro Street, Napier.
Hart, C., Hastings.
Hasset, J., Hastings.
Hawthorne, E., Hastings.
Hawthorne, T., Hastings.
Horton, T. (Limited), Hastings.
Hill Bros., Hastings.
Holt, John, Hastings.
Hampton, C., Havelock.
Harrison, H., Taradale.
Hansen, H., Whakatu, Clive.
Highley, H. G., Clive.
Hepburn, A., Greenmeadows.
Hughes, A. E., Petane.
Johnston, John, Greenmeadows.
Jeffares, T., Taradale.
Jones, L., Puketapu.
Kara, Napier South.
Kelly, J., Hastings.
Kent and Donovan, Hastings.
Kent, J., Hastings.
Kitt, John, Hastings.
Knox, A., Petane.
Long and Barden, Shakespeare Road, Napier.
Love, G. D., Hastings.
Le Quesne and Cowan, Hastings.
Lord, G., Hastings.
Linn, J., Hastings.
Lynch, W., and Sons, Hastings.
Leipst, T., Hastings.

Lawton, H., and Son, Clive.
Mahoney and Son, Thackeray Street, Napier.
Manson and Co., Outram Street, Napier.
Mapu, Napier South.
Mayor and Corporation of Borough of Napier, Napier.
Murray, Roberts, and Co., Tennyson Street, Napier.
McGrath, J. W., Shakespeare Road, Napier
McKernan, Mrs., Coote Road, Napier.
McLean, A., Napier South.
Mayor and Corporation of Borough of Hastings.
Montgomery, T., Hastings.
McGaffin, R., Hastings.
McGaffin, W., Hastings.
McKain, H., Hastings.
McCormick, P., Hastings.
Mead, J. J., Hastings.
Marshall, J., Petane.
McDonald, Samuel, Taradale.
McLeod, C., and Co., Awatoto.
Napier Brewery Company, Wellesley Road, Napier.
Napier Gas Company (Limited), Hastings Street, Napier.
Napier Harbour Board, Bridge Street, Napier.
Neale and Close, Hastings Street, Napier.
New Zealand Trawling Company, Emerson Street, Napier.
Northe, R., and Sons (Limited), Raffles Street, Napier.
Nathan, J. C., Waikare, Greenmeadows.
Newbegin, E., Hastings.
O'Rourke and Sons, Station Street, Napier.
Paora Kurupo, Napier South.
Plowman, W., and Sons, Battery Road, Napier.
Phillips, Wright, and Co., Hastings.
Puhi Mahi, Petane.
Pilcher, F., Mangateretere, Clive.
Ritchie and Co., Hastings Street, Napier.
Robertson, A., and Sons, Hastings Street, Napier.
Robjohns, Hindmarsh, and Co., Waghorne Street, Napier.
Russell, James, Napier South.
Roach, G. F., Hastings.
Ryder, J., Hastings.
Read, G. H., Havelock.
Ridley, G., and Son, Taradale.
Shann, James, Napier South.
Sheehan and Sons, Waghorne Street, Napier.
Smith, F. G., and Co., Bridge Street, Napier.
Snelling, T., Hastings Street, Napier.
Spence and Co., Carlyle Street, Napier.
Stevens and Son, Port Ahuriri, Napier.
Semple, J., Hastings.
Sowerby, R., Hastings.

Spcars and Montgomery, Hastings.
Saunders and Robinson, Hastings.
Smith Bros., Hastings.
Spears, A., Hastings.
Stanley Bros., Hastings.
Stead, R., Hastings.
Tate and Mills, Dickens Street, Napier.
Tamate, Nikera, Napier South.
Taylor, T. F., Munro Street, Napier.
Thomson, A., Bridge Street, Napier.
Todd, Creagh, and Pearcy, Port Ahuriri, Napier.
Tohe, Riri, Napier South.
Tucker, A. E., Hastings Street, Napier.
Taylor, J. H., Hastings.
Tipping and Son, Hastings.
Tombs and Grub, Hastings.
Tong, S. T., Hastings.
Thornton, P. G., Clive.
Tucker, R., and Son, Whakatu, Clive.
Waaka, —, Napier South.
Wellington Cash Grocery Company, Hastings Street, Napier.
White Swan Brewery Company, Hastings Street, Napier.
Wirehana, Waterangi, Napier South.
Williams and Creagh, Bridge Street, Napier.
Youngson, A., Hastings Street, Napier.
Wade, A., Hastings.
Warren, R., Hastings.
Webb, Walter, Hastings.
Weathered, J., Hastings.
Wilkins, Royal, Hastings.
Wilson, Hugh, Hastings.
Walden, F., Hastings.
Warren and Co., Hastings.
Ward, W., Awatoto.
West, R., and Son, Taradale.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 4th day of November, 1912, and shall continue in force until the 18th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 18th day of October, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. (*a.*) Except where otherwise provided, a week's work shall not exceed forty-eight hours, exclusive of the time required for necessary attendance to horses, which shall not exceed eight hours in any one week.

(*b.*) Any work other than attendance to horses done before 7 a.m. or after 7 p.m. shall be paid for at overtime rates as hereinafter specified, whether or not the weekly limit shall have been exceeded.

(*c.*) The foregoing provisions shall not apply to workers whose hours of work are prescribed by the Shops and Offices Act.

(*d.*) Employers shall be at liberty to make special arrangements as to their hours of work with drivers attending early and late trains and steamers, or employed in the collection or delivery of mails.

(*e.*) Employers shall be at liberty to make special arrangements as to their hours of work with drivers making trips beyond the limits fixed for the operation of this award with drivers employed in connection with town and suburban parcels or furniture-delivery, meat-works, abattoirs, and stone-quarries, and at sand and gravel carting, or nightsoil and municipal scavengering work, provided that in each case the total number of hours of work in the week as hereinbefore prescribed shall not be exceeded, and in the case of these drivers overtime shall only be paid for any time worked in any week in excess of the hours herein prescribed.

(*f.*) The hours of drivers employed by aerated-water and cordial makers shall be forty-eight hours per week during the months of April to October inclusive, and sixty hours per week during the rest of the year. These hours shall include time occupied in necessary attendance to horses.

(*g.*) One hour shall be allowed for dinner, if feasible.

(*h.*) The employer shall provide a time-book, in which each driver shall enter daily the total hours for which he is entitled to be paid, stating the overtime (if any). The employer shall within twenty-four hours have the time verified and the book initialled.

Wages.

2. (*a.*) The minimum wages for drivers shall be as follows: For those driving and attending to one horse, £2 8s. per week; for those driving and attending to two or more horses, £2 12s. per week.

(*b.*) These wages shall extend to and cover attendance to horses on Sundays, week-days, and holidays, subject to the limit hereinbefore prescribed.

(*c.*) No deduction shall be made from such wages for any cause save for time lost through the worker's own default or sickness.

Casual Drivers.

3. (*a.*) Casual drivers shall be paid at the rate of 1s. 1½d. per hour for a driver driving and attending to one horse, and at the rate of 1s. 3d. per hour for a driver driving and attending to two or more horses. Overtime shall be paid to such drivers at the respective rates of 1s. 3d. and 1s. 6d. per hour, and shall commence after nine and a half hour's work shall have been worked in any one day. In the case of casual drivers the whole time worked, including time attending to horses, is to be computed as time or overtime, as the case may be.

(*b.*) A worker shall be deemed to be a casual driver who is not employed continuously for one week or more.

(*c.*) For work done on Sunday, Christmas Day, or Good Friday a casual driver shall be paid at the rate of 2s. 6d. per hour, save for the time attending to horses, which shall be paid for at the ordinary rate.

Employment of Youths.

4. (*a.*) Except where otherwise expressly provided, employers shall be at liberty to employ youths above the age of eighteen years at not less than the following wages: From eighteen to nineteen years, £1 5s. per week; from nineteen to twenty years, £1 10s. per week; from twenty to twenty-one years, £1 15s. per week.

(*b.*) The number of youths so employed shall not exceed one to each employer, firm, or company employing one driver, and one for each complete four additional drivers.

(*c.*) Employers who carry on business as bakers shall be at liberty to employ youths at not less than the following wages: Under the age of eighteen years, 12s. 6d. per week and found, or £1 per week dry pay; from eighteen to nineteen years, 15s. per week and found, or £1 2s. 6d. dry pay; from nineteen to twenty years, 18s per week and found, or £1 8s. dry pay; from twenty to twenty-one years, £1 per week and found, or £1 10s. dry pay.

(*d.*) The number of youths to be employed under the last preceding clause shall not exceed one to each employer employing not more than one driver, and one to each complete additional three drivers: Provided that any employer who is unable to find employment for a fully paid driver may employ one youth.

(*e.*) The minimum weekly wage prescribed by this clause shall be deemed to extend to and cover attendance to horses on Sundays, week-days, and holidays, subject to the limit hereinbefore prescribed.

(*f.*) The rate of overtime and payment for work done on holidays for youths shall be as follows: Under twenty years of age, 9d. per hour; twenty years of age and over, 1s. per hour.

Holidays.

5. (*a.*) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Anniversary Day (if observed as a public holiday), birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

(*b.*) When any of these holidays is generally observed on any other day such other day shall be deemed to be the holiday for the purposes of this award.

(*c.*) Any employer may substitute another day for the birthday of the reigning Sovereign or Boxing Day.

(*d.*) The holidays for drivers working for employers whose principal business is governed by another award shall be the holidays provided in such other award.

(*e.*) Drivers employed by fishmongers, laundrymen, and aerated-water and cordial makers may be required to serve customers on holidays without extra payment, but the employers shall so arrange their business that the smallest amount of work reasonably practicable shall be done on such days. The time so occupied shall count as part of the week's work specified in clause 1 hereof.

(*f.*) For work done on Sunday, Christmas Day, or Good Friday, other than attendance to horses, drivers shall be paid at the rate of not less than 2s. per hour. For work other than attendance to horses done on any of the other holidays mentioned in this award drivers shall be paid at the rate of not less than 1s. 3d. per hour. The above payments shall be in addition to the weekly wages.

Overtime.

6. Overtime shall be paid for at the rate of 1s. 3d. per hour for all time worked beyond the hours prescribed in clause 1 hereof.

Drivers' Duties.

7. It shall be part of the ordinary duty of a driver to assist when required in loading and unloading his employer's vehicles, and his employer may employ him at other than carting-work for the purpose of filling in time.

Stable-work.

8. In all stables where fourteen or more horses are kept the employer shall provide a man whose duties shall be to keep the stables clean and mix the feed. The drivers shall in turn take a "week on" to assist him in feeding and watering all horses, subject to the provisions of clause 1 of this award.

Boarding.

9. An employer may enter into an agreement with a driver to provide him with suitable board and lodging, and to deduct the price thereof from his wages at a rate not exceeding 17s. per week.

Payment of Wages.

10. Wages, including overtime, shall be paid weekly or fortnightly on a day to be from time to time fixed in advance by the employer.

Term of Engagement.

11. In the case of workers other than casual hands a week's notice of dismissal or of resignation shall be given by the employer or the worker, but this shall not prevent any employer from dismissing any worker for good cause.

Under-rate Workers.

12. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker, after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and arguments as the union and such worker shall offer.

(*b.*) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

13. (*a.*) In the event of any employer hereafter engaging any worker, other than a youth, who shall not be a member of the union, and who within fourteen days after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union who is equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

(*b.*) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any person of good character and sober habits who is employed as a driver to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Matters not provided for.

14. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Exemptions.

15. (*a.*) This award shall not apply to any employer, although named as a party hereto, who is bound by the provisions of any other award in relation to drivers employed by him.

(*b.*) Employers of drivers of vehicles and teams used by agricultural and sheep farmers, nurserymen, and orchardists, exclusively for work in connection with their farms or orchards, or for carting goods produced on or for the use of such farms or orchards, are exempt from the conditions of this award.

(*c.*) The provisions of this award shall not apply to livery-stable keepers, coach, bus, or cab proprietors, medical men, or to dairymen when engaged in delivering milk to customers.

(*d.*) The provisions of this award shall not apply to drivers employed solely in connection with the business carried on in meat-works and freezing-works.

(*e.*) The provisions of this award shall not apply to country sawmillers so far as relates to the cartage of timber from their sawmills to their own yards, or contracts, or to railway-trucks.

(*f.*) H. Hansen, Whakatu, is exempt from any condition in this award so long as the weekly hours provided for in clause 1 are not exceeded, and the driver is a member of the Whakatu Sausage-casing Makers Union, and employed in the works.

(*g.*) The Frimley Canning Factory is exempted from the operation of this award so far as relates to the driver who is employed to convey the working-girls from the railway-station to the company's factory and from the factory to the station.

Applications for Exemptions.

16. The Court reserves to itself power to exempt from the operation of this award any employer named as a party hereto who has not been joined as a party to any previous award in connection with drivers, and who is engaged in any business which has not been brought under the operation of any such previous award.

Existing Contracts.

17. The provisions of this award shall not apply to any work done in connection with contracts entered into before the 1st day of September, 1912, and uncompleted, but an employer shall not be entitled to the benefit of this clause unless he shall, within one month from the date on which this award is filed, give to the local Inspector of Awards notice in writing of the contracts in respect of which he claims exemption, stating the date of such contract, the name of the person or body with whom the same has been made, and the nature of the work and where the work is to be performed.

Scope of Award.

18. The operation of this award is limited to the areas lying within a radius of ten miles from the Chief Post-office in each of the towns of Napier and Hastings.

Term of Award.

19. This award shall come into force on the 4th day of November, 1912, and shall continue in force until the 18th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 18th day of October, 1912.

W. A. SIM, Judge.

MEMORANDUM.

It was proposed by the Drivers' Federation to apply for a Dominion award under the Act of 1911, but, owing to the defective legislation on the subject, this was found to be impossible. Applications for local awards were made, therefore, in Auckland, Gisborne, Wellington, Wanganui, Napier, Christchurch, and Dunedin, and these were heard as one dispute in Wellington on the 17th and 18th days of September last. They were treated as being in substance, though not in form, applications for a Dominion award.

The principal changes made by the new awards in existing conditions are these:—

1. Attendance to horses has been limited to eight hours per week. There is no doubt that in the past some employers have made an improper use of the right to require a driver to attend to horses without any limit as to time, and some restriction on the subject is necessary.
2. The time occupied by a driver in going from and returning to the stable is to count as part of his working-hours.
3. The wages of drivers have been increased. In the City of Wellington the increase is 1s. per week. In Auckland, Christchurch, and Dunedin the increase is 4s. per week.
4. The rates for casual drivers have been increased.

The Auckland City award is limited to the area lying within a radius of ten miles from the Chief Post-office there, as only employers in or about the city were made parties to the dispute. A similar award will be made to operate in Hamilton when the necessary application is made to the Court.

The position is the same with regard to the Christchurch award. A similar award will be made to operate in Timaru and Ashburton when the necessary application is made to the Court.

Three awards have been made in the Wellington District, as there are three unions there, and three separate disputes were originated there.

It was impossible to consider individual applications for exemption, and a general clause has been introduced giving the Court power to exempt any employers who have not been bound by awards previously made in connection with drivers, and who are engaged in any business not previously brought under the operation of such an award.

W. A. SIM, Judge.

(2631.) WELLINGTON TAILORS.—APPEAL FROM DECISION OF STIPENDIARY MAGISTRATE, WELLINGTON.

UNION CLOTHING COMPANY *v.* INSPECTOR OF AWARDS.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—Between the Union Clothing Company, appellant, and Denis Carmody, Inspector of Awards, respondent.—Hearing, Wellington, 13th and 25th September, 1912.—Mr. W. F. Ward for appellant; Mr. Ostler for respondent.

JUDGMENT OF THE COURT, DELIVERED BY SIM, J.

THIS is an appeal from a decision of the Magistrate's Court at Wellington in an action brought to recover a penalty for a breach of the Wellington Tailors' award (Book of Awards, Vol. ix, p. 691).

The following are the facts of the case as found by the Magistrate (Mr. Riddell):—

1. That Killett ordered a tailor-made suit from the appellant on the 6th May, 1912, and was measured for it, the price agreed on being £4 4s.
2. That nothing was said at the first interview as to whether the suit would be factory-made or not.
3. That Killett was told by the appellant's salesman that he could not have a try-on.
4. That some days later Killett called at appellant's shop. He was then told that the suit was not ready and that it was a factory-made suit.
5. That a day or two later Killett called when the suit was completed.
6. That Killett tried the coat on, and said the sleeves were too short.
7. That Killett was told the sleeves could be lengthened, and he could take the suit or leave it.
8. That Killett left the suit and it was placed in stock.
9. That next day Killett called and said he would take the suit if the sleeves were altered.
10. That this was done, and Killett took delivery and paid for the suit £4 4s., the price originally agreed on.
11. That Killett was measured and the coat tried on by the salesman of the appellant company.
12. That the work of making the suit was done at a factory outside the appellant's premises, and the alterations were also made off the appellant's premises.

On these facts the Magistrate held that the appellant had committed a breach of clause 15 of the award. The question to be determined is whether this decision is right in point of law.

It was contended on behalf of the appellant that this was not "bespoke work" within the meaning of clause 15. That clause is as follows:—

"15. All bespoke work shall be done in the shop of the employer for whom the same is performed, and for whom, or by whom, the order is taken. All such work as shall be performed by journeymen shall be paid according to the time statement hereto attached. The expression 'bespoke work' in this award shall include all goods made and sold as 'tailor-made'; also any order in which there is a garment fitted on, whether such garment is by chart measurement or not."

It is not clear from the case stated whether the Magistrate treated the case as coming within both branches of the definition of "bespoke work," or under one only of these branches. The Magistrate has found that the customer ordered a tailor-made suit, and was measured for it. He has found also that the customer was told that he could not have a try-on, and on a subsequent day that the suit was to be factory-made.

If when an order is given and the customer measured for a suit he is not told that the suit is to be factory-made, the fact that before completion of the transaction he knows that the suit is factory-made does not make the order any the less bespoke work. That is the effect of the decision of this Court in the case of the Christchurch Tailoring Union *v.* Roach (Book of Awards, Vol. vii, p. 413). In that case the customer must have known, when he went to the Kaiapoi Company's Clothing-factory to try on the suit, that it was factory-made. Notwithstanding this it was held that the suit was made and sold as tailor-made. This case establishes that the character of the transaction depends on what takes place when the order for the suit is taken. If when the order is taken and the customer is measured nothing is said to make it clear to him that he is to get only a factory-made suit, then it is bespoke work. On this branch of the case what the Magistrate had to determine was whether it had been made plain to the customer when the order was taken that he was not to get a tailor-made suit. That is a question of fact, and the decision of the Magistrate cannot be reviewed by this Court on appeal on point of law unless there is no evidence to support the Magistrate's finding on the subject. The evidence before the Magistrate is not set out in the "Case on Appeal." The case sets out, however, the facts as found by the Magistrate. One of these is that the customer was told by the appellant's salesman that he could not have a try-on. This the appellant contended established that the customer must have known that he was not to get a tailor-made suit, and reliance was placed on the decision of this Court in the case of the Auckland Tailors' Union *v.* George Court (Book of Awards, Vol. viii, p. 229). In that case the customer was told that he could not have a try-on, and that was considered to be a sufficient indication to him that the suit was not to be tailor-made. But that was a decision on a question of fact, and is not binding on the Magistrate. We cannot say that the Magistrate's decision was wrong in point of law merely because he did not take the same view of a question of fact as this Court had taken in different circumstances.

It was contended also by the appellant that the original transaction was abandoned, and that what took place was really the sale of a suit in stock, subject to an alteration being made therein. It was open to the Magistrate, perhaps, to have taken that view of the matter, but it was open also to him to treat it all as one transaction. In view of his decision he must be regarded as having treated it as one transaction, and it cannot be said that this view was erroneous in point of law.

With regard to the other branch of the definition of "bespoke," the view on which this Court has acted, since, at any rate, the year 1906, is that if a garment has been made to order and it is tried on, even after completion, with a view of making alterations therein, if necessary, that is a fitting-on within the meaning of the award. Counsel for the appellant invited the Court to reconsider the question, and to hold that there cannot be a fitting-on of a completed garment. The Court is not prepared to do that, and if any change is to be made now it must be effected by inserting some provision on the subject in future awards.

The result is that the appellant has failed to establish that the decision of the Magistrate was erroneous in point of law, and the appeal is dismissed, with costs £5 5s., to the respondent.

Dated this 25th day of September, 1912.

W. A. Sim, Judge.

CANTERBURY INDUSTRIAL DISTRICT.

(2632.) CHRISTCHURCH DRIVERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Canterbury Motor-car, Horse-drivers, and Livery-stable Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Allen, T. G., Cambridge Street, Linwood.
Aulsebrook and Co. (Limited), St. Asaph Street, Christchurch.
Anderson, J. (Limited), ironfounders, Lichfield Street, Christchurch.
Atkinson, H., furniture-dealer, Manchester Street, Christchurch.
Adams, Luke, pottery-works, Colombo Street, Sydenham.

Ablett, G., builder, Shakespeare Road, Sydenham.
Andrews, T., plasterer, Oxford Terrace, Christchurch.
Armstrong, T. (Limited), draper, Colombo Street, Christchurch.
Allan, G. W., painter, 157 Victoria Street, Christchurch.
Allen Bros., painters, 149 Victoria Street, Christchurch.
Allinson and Co., contractors, Division Road, Riccarton.
Armiger Dye-works, 48 Oxford Terrace, Christchurch.
Arnott, E., builder, Templeton.
Austin, J., pottery-works, Barbadoes Street, Sydenham.
Atkinson and Sons, foundry, Lower High Street, Christchurch.
Aston, J., builder, Hoon Hay Road, Halswell.
Ashby, Bergh, and Co. (Limited), Cashel Street, Christchurch.
Atlas Confectionery-works, Dundas Street, Christchurch.
Avery and Sons, painters, 62 Colombo Street, Sydenham.
Baker, T. H., wool-works, Woolston.
Benland and Keates, builders and contractors, Victoria Avenue, Opawa.
Blake and Jones, contractors, c/o Riccarton Timber Company, Lower Riccarton.
Bonnington, G. H., Ferry Road, Linwood.
Booth, Macdonald, and Co., foundry, Carlyle Street, Sydenham.
Banks, J., builder, St. Albans Lane, St. Albans.
Brown, W., laundry, Armagh Street, Christchurch.
Barry, Mrs. J. S., carrier, Woolston.
Beanland, J. W., builder, Oxley Street, St. Albans.
Bowron Bros., tanners, Woolston.
Buxton, A. W., nurseryman, Opawa.
Berry, J., carrier, Berry Street, St. Albans.
Bates, W., and Sons, furniture-factory, Lower High Street, Christchurch.
Ballantyne, J., and Co. (Limited), drapers, Cashel Street, Christchurch.
Beath, G. L., and Co. (Limited), drapers, Cashel Street, Christchurch.
Baker, J. E., Garland Road, Woolston.
Bartram and Co., merchants, Lincoln.
Baylis, W., nurseryman, Jeffrey's Road, Bryndwr.
Beale, S. W., carrier, Selwyn Street, Spreydon.
Belfast Chemical-works (J. Anderson, manager), Belfast.
Belfast Freezing-works, Belfast.
Bell, H., furniture-dealer, 93 High Street, Christchurch.
Berry, H., and Co., 116 Lichfield Street, Christchurch.
Berry, A. A., 13 Rutland Street, St. Albans.
Blackburn and Smith, lime-merchants, 122 Manchester Street, Christchurch.

Blackler, G., carrier, Smith's Road, Woolston.
Blakeway, E., fruiterer, 235 Cashel Street, Christchurch.
Broadfelt, G., coal-merchant, Harewood Road, Papanui.
Bowman, W. J., builder, 119 Moorhouse Avenue, Christchurch.
Bradley Bros., painters, 252 Colombo Street, Christchurch.
Brightling, J., contractor, 49 Cashel Street, Christchurch.
Brown, D., coal-merchant, Southampton Street, Sydenham.
Brown, James, timber-merchant, 134 St. Asaph Street, Christchurch.
Burgess, W. J., storekeeper, Yaldhurst.
Burrows, F. W., storekeeper, Prebbleton.
Burt, A. and T., plumbers, 209 Tuam Street, Christchurch.
Busch, H. W., contractor, 331 St. Asaph Street, Christchurch.
Butcher and Sprange, fellmongers, River Road, Woolston.
Blackmore, C. A., plumber, Colombo Street, Sydenham.
Bowbyes, J. A., builder, Papanui Road, St. Albans.
Bradley, G. W., painter, 142 Armagh Street, Christchurch.
By-products Company, Sockburn.
Carleton, J. W., Upper Riccarton.
Christchurch Meat Company (Limited), Hereford Street, Christchurch.
Calvert Bros., plasterers, Hazeldean Road, Sydenham.
Chambers and Co., carriers, Devon Street, Sydenham.
Christchurch Steam Laundry, Peterborough Street, Christchurch.
Canterbury Frozen Meat Company, Christchurch.
Cunningham, J., carrier, Regent Street, Woolston.
Crompton, T., and Sons, ironfounders, Tuam Street, Christchurch.
Crown Brewery Company (Limited), Antigua Street, Christchurch.
Collins, R. J., carrier, Sydenham.
Cook, R. G., carrier, Barbour Street, Linwood.
Clarkson and Loach, plumbers, Colombo Street, City.
Clemens, J., carrier, Walpole Street, Sydenham.
Calvert, W., builder, Somerfield Street, Spreydon.
Canterbury Bottle Exchange (J. Snell), 47 Colombo Street, Christchurch.
Christchurch Brick and Tile Company (Limited), 193 Tuam Street, Christchurch.
Commercial Restaurant Company, 221 High Street, Christchurch.
Cormack, George, contractor, St. Martin's.
Cooksley, J. H., brickmaker, Grange Road, Hillsborough.
Canterbury Central Co-operative Dairy Company (Limited), Addington.
Canterbury Dairy Company (Limited), 88 Lichfield Street, Christchurch.

Carpenter, D., builder, 86 Caledonian Road, St. Albans.
Carter, F., carrier, Sandwich Road, Beckenham.
Christchurch Nursery Company, nurserymen, Ferry Road, Linwood.
Cock, J., grain-merchant, Papanui Road, Christchurch.
Chrystall and Co., merchants, Lichfield Street, Christchurch.
Comer, C. H., contractor, Lincoln Road, Spreydon.
Craddock, M. J., carrier, Selwyn Street, Addington.
Chudley, W. E., fruiterer, Colombo Street, Christchurch.
Colville, E. and J., plumbers, 28 Cathedral Square, Christchurch.
Clarke, F., and Sons, plumbers, Junction Road, Halswell.
Cooper and Duncan (Limited), ironfounders, Colombo Street, Christchurch.
Cumberpath, D., and Son, 110 Oxford Terrace, Christchurch.
Dainties Limited, Lichfield Street, Christchurch.
Deyell, J., and Co., carriers, Strickland Street, Sydenham.
Danks, T., and Sons, ironfounders, Lichfield Street, Christchurch.
D.I.C. (Limited), Cashel Street, Christchurch.
Down, J., builder, Lincoln Road, Addington.
Dennis Bros., fishmongers, Victoria Street, Christchurch.
Downer, W., Sockburn.
Drinan, W., timber-merchant, Lichfield Street, Christchurch.
Duncan, P. and D. (Limited), ironfounders, Tuam Street, Christchurch.
Eastern Laundry, Fitzgerald Avenue, Christchurch.
Edmonds, T. J., baking-powder manufacturer, Ferry Road, Linwood.
Empire Express Company, St. Asaph Street, Christchurch.
Fletcher, Humphreys, and Co., merchants, Cathedral Square, Christchurch.
Fairbairn, J., carrier, Sockburn.
Ferguson, S., builder, Styx.
Freman, L., builder, Christchurch.
Garland, J. H., contractor, Chapman's Road, Hillsborough.
Gibbs, H., carrier, Christchurch.
Gibson, R., contractor, Papanui.
Green, T. H., and Co., merchants, Tuam Street, Christchurch.
Greig, J., builder, Durham Street, North Christchurch.
Gimblett, W., nurseryman, High Street, Christchurch.
Glover, R. A., carrier, Lincoln Road, Addington.
Geddes, R., and Co., corn-merchants, St. Asaph Street, Christchurch.
Grant and McDonald, builders, Ferry Road, Linwood.
George and Forward, plasterers, Christchurch.
Graham and Son, builders, 201 St. Asaph Street, Christchurch.

Greig and Son, builders, 55 Montreal Street, Christchurch.
Griffiths and Princep, carriers, Ferry Road, Linwood.
Gibbons, C. E., and Co., 109 Colombo Street, Christchurch.
Halswell Quarries Company (Limited), Halswell.
Harris and McGillvray, builders, Christchurch.
Hartnell, E., contractor, Canal Reserve, Woolston.
Hill, W., tanner, Princess Street, Woolston.
Hulston, E. H., carrier, Springfield Road, St. Albans.
Hart, Robert, carrier, Tay Street, Richmond.
Hickmott and Co., brewers, Bath Street, Christchurch.
Holobon, A., plumber, Tuam Street, Christchurch.
Harris, J., carrier, Carlton Mill Road, Fendalton.
Hayward Bros., pickle-factory, Peterborough Street, Christchurch.
Hoddinott, C. E., furniture-dealer, Armagh Street, Christchurch.
Hunter, Charles, carrier, Fisher Street, Beckenham.
Halliburton, R., asphalter, Braddon Street, Addington.
Harris, W., tinsmith, Colombo Street, Christchurch.
Hammond and Co., plumbers, High Street, Christchurch.
Heywood, J. M., and Co. (Limited), Manchester Street, Christchurch.
Holmes, J. W., well-sinker, Wilson's Road, St. Martin's.
Hepburn and Sons, ironfounders, Tuam Street, Christchurch.
Harrison, J., builder, Madras Street, Christchurch.
Haydon, H., builder, Tuam Street, Christchurch.
Holmes, E., contractor, Sockburn.
Holbrook, J. W., builder, Manchester Street, Christchurch.
Holbrook, W., 11 Gloucester Street, Christchurch.
Hinton, R., builder, Templeton.
Hughes and Hansford, builders, Winchester Street, North Linwood.
Isles, Albert, carrier, Hackett's Road, Bryndwr.
Jack, J., carrier, Alexandra Street, Richmond.
Jacobs, W., carrier, Burwood.
Jacques, W., Jubilee Laundry, 83 Kilmore Street, Christchurch.
Jones and Co., plumbers, 150 St. Asaph Street, Christchurch.
Kerr and Barnett, nurserymen, North Avon Road, Richmond.
Kempthorne, Prosser, and Co. (Limited), High Street, Christchurch.
Killick, J., carrier, Woolston.
King, F., and Co., grain-merchants, Victoria Street, Christchurch.
Kinghorn, J., contractor, Sockburn.
Lane, H. B., tanner, Woolston.
Lawry, Ida, grocer, New Brighton.

Lee, J., contractor, North Road, Papanui.
Lester, T., contractor, New Brighton.
Luckies, J., contractor, Lincoln Road, Addington.
Lufaro, E., fishmonger, Lyttelton.
Lees, J., and Sons, painters, Manchester Street, Christchurch.
Lloyd, J., carrier, Richmond.
Loader, J., carrier, Lyttelton.
Lawrence and Kircher, furniture-factory, High Street, Christchurch.
Longdin, W., and Sons, carriers, Durham Street, Christchurch.
Leigh, J. W., and Son, 204 Cashel Street, Linwood.
Lyttelton Gas, Coal, and Coke Company, Lyttelton.
Lyttelton Steam Laundry, Lyttelton.
McBratney, W., baker, Albert Street, Linwood.
McIlroy, J., contractor, Sydenham.
Mount Magdala Laundry, Lincoln Road, Spreydon.
Mansfield, J. B., and Sons, monumental masons, Manchester Street, Christchurch.
Mason, Struthers, and Co. (Limited), ironmongers, Lichfield Street, Christchurch.
Manning, S., and Co. (Limited), Lower High Street, Christchurch.
Miller and Thompson, piano-importers, Manchester Street, Christchurch.
Mills, J., corn-merchant, Strickland Street, Sydenham.
Marker, T., builder, Bealey Street, St. Albans.
Mitchell Bros., poulterers, Armagh Street, Christchurch.
Moore, W., contractor, McGregor's Road, Bromley.
Maxwell, J., carrier, Caledonian Road, St. Albans.
Moore Bros., builders, 74 North Street, St. Albans.
Melhuish, J. J., manufacturer, 100 Wilson's Road, Linwood.
Mazey, G. A., painter, 47 Fitzgerald Avenue, Christchurch.
Minson and Co., merchants, Colombo Street, Christchurch.
Maddren, J., rope-works, 36 Madras Street, City.
Margetts, T., and Son, builders, 160 Moorhouse Avenue, Christchurch.
Marriott, T., contractor, 132 Gloucester Street, Linwood.
Moss, A. T., builder, 72 Victoria Street, City.
Moss, T. A., plasterer, Selwyn Street, Addington.
McCarthy and Clark, furniture warehouse, Armagh Street, Christchurch.
Mitchell, J. M., furniture warehouse, Colombo Street, Christchurch.
Nairn and Sons, nurserymen, Lincoln Road, Spreydon.
New Zealand Express Company (Limited), Manchester Street, Christchurch.
New Zealand Farmers' Co-operative Association, Cashel Street, Christchurch.

Nancarrow, J., fruiterer, 44 Oxford Terrace, Christchurch.
New Zealand Loan and Mercantile Agency Company (Limited), Christchurch.
New Central Laundry, 136 St. Asaph Street, Christchurch.
New Zealand Provision and Produce Company (Limited), 146A Cashel Street, Christchurch.
New Zealand Express Company (Limited), Lyttelton.
Newton, W., carrier, 51 Junction Street, City.
Nicholl, G. B., contractor, Halswell.
Nicholls, W., fellmonger, Belfast.
Nightingale Bros., 24 St. Asaph Street, Christchurch.
Norris, R. T., carrier, St. David Street, Lyttelton.
O'Shea, P., carrier, Tennyson Street, Sydenham.
Otley, J., and Sons, plasterers, Gloucester Street, Christchurch.
O'Neill, J. H., carrier, Strickland Street, Sydenham.
Page Bros., coal and produce merchants, Norwich Quay, Lyttelton.
Pegg, R. C., baker, Linwood.
Pepper, D., contractor, Bligh's Road, Papanui.
Petrie, J., contractor, Sockburn.
Piper and Grose, sash-factory, Selwyn Street, Addington.
Phillips, C., carrier, Sumner.
Petrie, D., carrier, Sockburn.
Parsons, G. W., monumental mason, Manchester Street, Christchurch.
Philpott and Sons, corn-merchants, Tuam Street, Christchurch.
Prebble, T., carrier, Papanui.
Peppler, A., and Co., furniture-factory, Gordon Street, Sydenham.
Parsonson, F. G., fruit-canning factory, Retreat Road, Avonside.
Poulson, C., fruit-grower, Styx.
Polson, W. A., painter, 133 Manchester Street, Christchurch.
Pritchard and Harvey, corn-dealers, 317 St. Asaph Street, Christchurch.
Pascoe, W. H., Springfield Road, St. Albans.
Prisk, J., brickmaker, Dampier's Bay Road, Lyttelton.
Pearce, H., builder, 55 Charles Street, Linwood.
Rastrick Bros., builders, 31 Papanui Road, St. Albans.
Reid, —, timber-merchant, St. Albans.
Robertson, G., builder, Christchurch.
Robson, T., fellmonger, Dallington.
Richards, —, carrier, Belfast.
Reese and Co., builders' ironmongers, &c., St. Asaph Street, Christchurch.
Rawlings, P. J., soap-works, Milton Street, Spreydon.
Rich Bros., Garland's Road, Woolston.

Ross and Leighton, nurserymen, Wilson's Road, St. Martin's.
Rankin, G. R., builder, Edinburgh Street, Spreydon.
Shepherd, W. G., Lyttelton.
Sears, F., carrier, Kilmore Street, Christchurch.
Shand, J., and Co., wine and spirit merchants, Hereford Street, Christchurch.
Smart and Sons, asphalters, Milton Street, Spreydon.
Shaw, G., draper, Cashel Street, Christchurch.
Strange, W., and Co., drapers, High Street, Christchurch.
Steel, F. H., butcher, Colombo Street, Christchurch.
Stennett, W. J., baker and grocer, Templeton.
Stewart Bros., carriers, New Brighton.
Strachan, E. C., fishmonger, Colombo Street, Sydenham.
Sopp, G., carrier, Lyttelton.
Smith, C. G., Norwich Quay, Lyttelton.
Scott, D., and Son, builders, 197 Lichfield Street, Christchurch.
Simpson, G., builder, 133 Gloucester Street, Christchurch.
Soanes, H. A., builder, Ranfurly Street, St. Albans.
Symonds and Wilson, builders, Oxford Street, Lyttelton.
Taylor Bros., builders, Tuam Street West, Christchurch.
Taylor and Oakley, plumbers, Colombo Street, Christchurch.
Treleaven and Co., grain-merchants, Durham Street, Christchurch.
Tyler and Sons, carriers, Kilmore Street, Christchurch.
Tredennick, W., carrier, Lyttelton.
Thomas, T. W., carrier, Dudley Road, Lyttelton.
Thompson, J., tea-merchant, 108 Salisbury Street, Christchurch.
Thompson, W., carrier, Belfast.
Thompson, W., contractor, Berry's Road, Bromley.
Turvey, W. H., contractor, Ferry Road, Woolston.
Tai Tapu Butter-factory, Moorhouse Avenue, Christchurch.
Tullock and Benjamin, builders, Packe Street, St. Albans.
Tweedie, J., builder, Murray Street, St. Albans.
Torrens, T., carrier, Fendalton.
Tate, E. H. (Globe Delivery Company), Dundas Street, Christchurch.
Turvey, F., and Co., Oxford Terrace, Christchurch.
Unwin, S. G., grain-merchant, Victoria Street, Christchurch.
Victoria Brewery Company, Waltham Road, Sydenham.
Vincent and Co., Union Brewery, Bath Street, Christchurch.
Vincent, W., brewer, Cutler's Road, Riccarton.
Voyce, E. J., Templeton.
Walkers Bros., bakers, Merivale.
Whitcombe and Tombs, stationers, Cashel Street, Christchurch.
Williams, D., carrier, Lyttelton.

Williamson and Co., merchants, St. Asaph Street, Christchurch.
Windsor, W., builder, Spreydon.
Wood, S., laundryman, Linwood.
Wright, A. J., carrier, Sydenham.
Wilson, S., carrier, Milton Street, Sydenham.
Woodham, J., carrier, Cambridge Street, Linwood.
Wales Bros., carriers, Lyttelton.
Wales, Mrs., carrier, Lyttelton.
Wise, H. W., carrier, West Belt, Riccarton.
Wise, H. J. T., carrier, Windmill Road, Sydenham.
Ward and Co. (Limited), brewers, Kilmore Street, Christchurch.
White, A. J. (Limited), furniture-dealers, Tuam Street, Christchurch.
Wreaks, T., corn-merchant, Manchester Street, Christchurch.
West Bros., corn-merchants, Colombo Street, Sydenham.
Wyatt, A., carrier, New Brighton.
Whittaker Bros., confectioners, Lincoln Road, Addington.
Webb, J. W., fruiterer, Lyttelton.
Webb, J. W., and Co., fruiterers, Lyttelton.
Woods, G. H., grain-merchant, Barbadoes Street, Christchurch.
York, T., Regent Street, Woolston.
Zealandia Soap and Candle Company, Regent Street, Woolston.

Quarry-owners and Metal-carters.

Andrews, S. P., and Co., Sumner Road, Heathcote.
Blogg, F., metal-carter, Hillsborough.
Butler, J. D., manager, S. and S. Supply Company, Hawford Road, Opawa.
Butler, W., contractor, Rodger Street, Sydenham.
Bell, W., contractor, Hill's Road, St. Martin's.
Cashmere Quarry Company (Limited), Hill's Road, St. Martin's.
Cooksley, E. J., contractor, Hill's Road, St. Martin's.
Cooksley, J. H., contractor, Hillsborough.
Chapman, W., contractor, Hill's Road, St. Martin's.
Chapman, W., sen., contractor, Opawa Road, Opawa.
Cormack, G., contractor, St. Martin's.
Day, A., metal-carter, Beckford Street, Opawa.
Deyell Bros., metal-carters, Strickland Street, Sydenham.
Eborn, E., metal-carter, Tai Tapu.
Garland, J. E., metal-carter, Hill's Road, St. Martin's.
Gimblett, M., metal-carter, St. John's Road, Woolston.
Garforth, S., metal-carter, Lincoln Road, Spreydon.
Jacobs, James, metal-carter, Briggs Road, Marshlands.
Mildren, B., metal-carter, Hawford Road, Opawa.

Murphy, D., metal-carter, Lincoln Road, Spreydon.
Pegg and Vincent, metal-carters, Opawa.
Phillips, J., metal-carter, Regent Street, Woolston.
Prisk, S., and Sons, metal-carters, Hill's Road, St. Martin's.
Risley, G., metal-carter, Dyer's Pass.
Ryan, T., metal-carter, Dallington.
Smart, T., Somerfield Gravel-pits.
Swanston, D., metal-carter, Sockburn.
Sloane, P., metal-carter, Opawa.
Weatherall Bros., metal-carters, Heathcote.
Wicks, J., metal-carter, Ensor's Road, Opawa.
Whittington, Mrs., metal-carter, Ensor's Road, Opawa.

Bakers and Pastrycooks.

Agar, C. W., Lyttelton.
Aldersley, P. A., 209 Stanmore Road, Richmond.
Alexander, F. V., 6A Ferry Road, Linwood.
Barnes, D., Park Road, Sydenham.
Baunton, Mrs., Hawford Road, Opawa.
Beaumont, A., 87 Colombo Street, Christchurch.
Blake, A. H., 289 Colombo Street, Christchurch.
Blakeway, E., fruiterer, 235 Cashel Street, Christchurch.
Boon, C. E., Colombo Street, Sydenham.
Buggey, J., 307 Tuam Street, City.
Buchanan, E., 18 Peterborough Street, Christchurch.
Besley, S. D., Buffon Street, Waltham.
Cook, J. T., Antigua Street, Christchurch.
Challinor, R., Selwyn Street, Addington.
Cullen Limited, Christchurch.
Coombs, W. H., Shakespeare Road, Sydenham.
Clements, A. C., Colombo Street, Sydenham.
Collins, F. W., Edgeware Road, St. Albans.
Clements, C. T., 10 Ferry Road, Christchurch.
Ebert, L., Waltham Bakery, Waltham.
Edwards, F., Burwood.
Edwards, W., Lincoln Road, Addington.
Franklin, D., Junction Street, Linwood.
Freeman's Limited, Cathedral Square, Christchurch.
Gilmour, P. G., Regent Street, Woolston.
Gill, E. P., 151 Colombo Street, Christchurch.
Heath, J. A., Tennyson Street, Sydenham.
Hansmann, J., Lincoln Road, Addington.
Hazlehurst, W., Prebbleton.
Hill, W. T., 39 North Crescent Road, St. Albans.
Hawker, R., New Brighton.
Hawker, G., New Brighton.
Hayes, A., Huxley Street, Sydenham.
Hiron, J., Worcester Street, Linwood.
Howison, W. A., Sydenham.

Harris, W., 34 Essex Street, Linwood.
Harding, J., Belfast.
Jennings, R., Montreal Street North, Christchurch.
Jennings, W., Searell's Road, Papanui.
Jones, A., Belfast.
Kissel, G. P., Templeton.
Matthews, F., 73 Colombo Street, Sydenham.
Needham, S., 54 Lincoln Road, Addington.
Neave, J., Montreal Street, Sydenham.
Needham, F., Stanmore Road, Richmond.
Newbery, C. W., 220 Colombo Street, Sydenham.
Norton, J. T., Lyttelton.
Phillips, J. P., North Avon Road, Richmond.
Ricketts, A. R., 91 Durham Street, Sydenham.
Robertson, W., 104 Victoria Street, Christchurch.
Rattray, A., 13 Victoria Square, Christchurch.
Sneesby and Munro, Oxford Terrace, Christchurch.
Sutherland, R., Fitzgerald Avenue, Richmond.
Sprossen, W. R., Percy Street, Linwood.
Slade, D., North Crescent Road, St. Albans.
Sincock, F., New Brighton.
Schumacher, A., 65 Ferry Road, Linwood.
Schumacher, J., 192 Cashel Street, Linwood.
Schumacher, J., 91 Coleridge Street, Sydenham.
Schumacher, F., Papanui Road, Papanui.
Smith, J. W., Ashbourne Bakery, Ferry Road, Woolston.
Shepherd, W. G., Lyttelton.
Sopp, G., Lyttelton.
Thomson, W., 152 Colombo Street, Christchurch.
Tuck, H., 235 Colombo Street, Christchurch.
Vogan, T., Lincoln.
Whyte and Clements, 38 Albert Street, Linwood.
Williams, F., Tuam Street, Christchurch.
Woodham, R., Normanby Street, Woolston.
Wyatt, C. W., 59 Victoria Street, Christchurch.
Wyatt, J. W., London Street, Lyttelton.
Wilson, F., Hornby.
Wooton, S., 249 Tuam Street, Christchurch.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 4th day of November, 1912, and shall continue in force until the 18th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 18th day of October, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. (*a.*) Except where otherwise provided, a week's work shall not exceed forty-eight hours, exclusive of the time required for necessary attendance to horses, which shall not exceed eight hours in any one week.

(*b.*) Any work other than attendance to horses done before 7 a.m. or after 7 p.m. shall be paid for at overtime rates as hereinafter specified, whether or not the weekly limit shall have been exceeded.

(*c.*) The foregoing provisions shall not apply to workers whose hours of work are prescribed by the Shops and Offices Act.

(*d.*) Employers shall be at liberty to make special arrangements as to their hours of work with drivers attending early and late trains and steamers, or employed in the collection or delivery of mails.

(*e.*) Employers shall be at liberty to make special arrangements as to their hours of work with drivers making trips beyond the limits fixed for the operation of this award with drivers employed in connection with town and suburban parcels or furniture-delivery, meat-works, abattoirs, and stone-quarries, and at sand and gravel carting, or nightsoil and municipal scavengering work, provided that in each case the total number of hours of work in the week as hereinbefore prescribed shall not be exceeded, and in the case of these drivers overtime shall only be paid for any time worked in any week in excess of the hours herein prescribed.

(*f.*) The hours of drivers employed by aerated-water and cordial makers shall be forty-eight hours per week during the months of April to October inclusive, and sixty hours per week during the rest of the year. These hours shall include time occupied in necessary attendance to horses.

(*g.*) One hour shall be allowed for dinner, if feasible.

(*h.*) The employer shall provide a time-book, in which each driver shall enter daily the total hours for which he is entitled to be paid, stating the overtime (if any). The employer shall within twenty-four hours have the time verified and the book initialled.

Wages.

2. (*a.*) The minimum wages for drivers shall be as follows: For those driving and attending to one horse, £2 8s. per week; for those driving and attending to two or more horses, £2 12s. per week.

(*b.*) These wages shall extend to and cover attendance to horses on Sundays, week-days, and holidays, subject to the limit hereinbefore prescribed.

(*c.*) No deduction shall be made from such wages for any cause save for time lost through the worker's own default or sickness.

Casual Drivers.

3. (*a.*) Casual drivers shall be paid at the rate of 1s. 1½d. per hour for a driver driving and attending to one horse, and at the rate of 1s. 3d. per hour for a driver driving and attending to two or more horses. Overtime shall be paid to such drivers at the respective rates of 1s. 3d. and 1s. 6d. per hour, and shall commence after nine and a half hour's work shall have been worked in any one day. In the case of casual drivers the whole time worked, including time attending to horses, is to be computed as time or overtime, as the case may be.

(*b.*) A worker shall be deemed to be a casual driver who is not employed continuously for one week or more.

(*c.*) For work done on Sunday, Christmas Day, or Good Friday a casual driver shall be paid at the rate of 2s. 6d. per hour, save for the time attending to horses, which shall be paid for at the ordinary rate.

Employment of Youths.

4. (*a.*) Except where otherwise expressly provided, employers shall be at liberty to employ youths above the age of eighteen years at not less than the following wages: From eighteen to nineteen years, £1 5s. per week; from nineteen to twenty years, £1 10s. per week; from twenty to twenty-one years, £1 15s. per week.

(*b.*) The number of youths so employed shall not exceed one to each employer, firm, or company employing one driver, and one for each complete four additional drivers.

(*c.*) Employers who carry on business as bakers shall be at liberty to employ youths at not less than the following wages: Under the age of eighteen years, 12s. 6d. per week and found, or £1 per week dry pay; from eighteen to nineteen years, 15s. per week and found, or £1 2s. 6d. dry pay; from nineteen to twenty years, 18s per week and found, or £1 8s. dry pay; from twenty to twenty-one years, £1 per week and found, or £1 10s. dry pay.

(*d.*) The number of youths to be employed under the last preceding clause shall not exceed one to each employer employing not more than one driver, and one to each complete additional three drivers: Provided that any employer who is unable to find employment for a fully paid driver may employ one youth.

(*e.*) The minimum weekly wage prescribed by this clause shall be deemed to extend to and cover attendance to horses on Sundays, week-days, and holidays, subject to the limit hereinbefore prescribed.

(*f.*) The rate of overtime and payment for work done on holidays for youths shall be as follows: Under twenty years of age, 9d. per hour; twenty years of age and over, 1s. per hour.

Holidays.

5. (*a.*) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Anniversary Day (if observed as a public holiday), birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

(*b.*) When any of these holidays is generally observed on any other day such other day shall be deemed to be the holiday for the purposes of this award.

(*c.*) Any employer may substitute another day for the birthday of the reigning Sovereign or Boxing Day.

(*d.*) The holidays for drivers working for employers whose principal business is governed by another award shall be the holidays provided in such other award.

(*e.*) Drivers employed by fishmongers, laundrymen, and aerated-water and cordial makers may be required to serve customers on holidays without extra payment, but the employers shall so arrange their business that the smallest amount of work reasonably practicable shall be done on such days. The time so occupied shall count as part of the week's work specified in clause 1 hereof.

(*f.*) For work done on Sunday, Christmas Day, or Good Friday, other than attendance to horses, drivers shall be paid at the rate of not less than 2s. per hour. For work other than attendance to horses done on any of the other holidays mentioned in this award drivers shall be paid at the rate of not less than 1s. 3d. per hour. The above payments shall be in addition to the weekly wages.

Overtime.

6. Overtime shall be paid for at the rate of 1s. 3d. per hour for all time worked beyond the hours prescribed in clause 1 hereof.

Drivers' Duties.

7. It shall be part of the ordinary duty of a driver to assist when required in loading and unloading his employer's vehicles, and his employer may employ him at other than carting-work for the purpose of filling in time.

Stable-work.

8. In all stables where fourteen or more horses are kept the employer shall provide a man whose duties shall be to keep the stables clean and mix the feed. The drivers shall in turn take a "week on" to assist him in feeding and watering all horses, subject to the provisions of clause 1 of this award.

Boarding.

9. An employer may enter into an agreement with a driver to provide him with suitable board and lodging, and to deduct the price thereof from his wages at a rate not exceeding 17s. per week.

Payment of Wages.

10. Wages, including overtime, shall be paid weekly or fortnightly on a day to be from time to time fixed in advance by the employer.

Term of Engagement.

11. In the case of workers other than casual hands a week's notice of dismissal or of resignation shall be given by the employer or the worker, but this shall not prevent any employer from dismissing any worker for good cause.

Under-rate Workers.

12. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker, after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

13. (*a.*) In the event of any employer hereafter engaging any worker, other than a youth, who shall not be a member of the union, and who within fourteen days after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union who is equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

(*b.*) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any person of good character and sober habits who is employed as a driver to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Matters not provided for.

14. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Exemptions.

15. (*a.*) This award shall not apply to any employer, although named as a party hereto, who is bound by the provisions of any other award in relation to drivers employed by him.

(*b.*) Employers of drivers of vehicles and teams used by agricultural and sheep farmers, nurserymen, and orchardists, exclusively for work in connection with their farms or orchards, or for carting goods produced on or for the use of such farms or orchards, are exempt from the conditions of this award.

(*c.*) The provisions of this award shall not apply to livery-stable keepers, coach, bus, or cab proprietors, medical men, or to dairymen when engaged in delivering milk to customers.

(*d.*) The provisions of this award shall not apply to drivers employed solely in connection with the business carried on in meat-works and freezing-works.

(*e.*) The provisions of this award shall not apply to country sawmillers so far as relates to the cartage of timber from their sawmills to their own yards, or contracts, or to railway-trucks.

Applications for Exemptions.

16. The Court reserves to itself power to exempt from the operation of this award any employer named as a party hereto who has not been joined as a party to any previous award in connection with drivers, and who is engaged in any business which has not been brought under the operation of any such previous award.

Existing Contracts.

17. The provisions of this award shall not apply to any work done in connection with contracts entered into before the 1st day of September, 1912, and uncompleted, but an employer shall not be entitled to the benefit of this clause unless he shall, within one month from the date on which this award is filed, give to the local Inspector of Awards notice in writing of the contracts in respect of which he claims exemption, stating the date of such contract, the name of the person or body with whom the same has been made, and the nature of the work and where the work is to be performed.

Scope of Award.

18. The operation of this award is limited to the area lying within a radius of ten miles from the Chief Post-office of the City of Christchurch.

Term of Award.

19. This award shall come into force on the 4th day of November, 1912, and shall continue in force until the 18th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 18th day of October, 1912.

W. A. Sim, Judge.

MEMORANDUM.

It was proposed by the Drivers' Federation to apply for a Dominion award under the Act of 1911, but, owing to the defective legislation on the subject, this was found to be impossible. Applications for local awards were made, therefore, in Auckland, Gisborne, Wellington, Wanganui, Napier, Christchurch, and Dunedin, and these were heard as one dispute in Wellington on the 17th and 18th days of September last. They were treated as being in substance, though not in form, applications for a Dominion award.

The principal changes made by the new awards in existing conditions are these:—

1. Attendance to horses has been limited to eight hours per week. There is no doubt that in the past some employers have made an improper use of the right to require a driver to attend to horses without any limit as to time, and some restriction on the subject is necessary.

2. The time occupied by a driver in going from and returning to the stable is to count as part of his working-hours.

3 The wages of drivers have been increased. In the City of Wellington the increase is 1s. per week. In Auckland, Christchurch, and Dunedin the increase is 4s. per week.

4. The rates for casual drivers have been increased.

The Auckland City award is limited to the area lying within a radius of ten miles from the Chief Post-office there, as only employers in or about the city were made parties to the dispute. A similar award will be made to operate in Hamilton when the necessary application is made to the Court.

The position is the same with regard to the Christchurch award. A similar award will be made to operate in Timaru and Ashburton when the necessary application is made to the Court.

Three awards have been made in the Wellington District, as there are three unions there, and three separate disputes were originated there.

It was impossible to consider individual applications for exemption, and a general clause has been introduced giving the Court power to exempt any employers who have not been bound by awards previously made in connection with drivers, and who are engaged in any business not previously brought under the operation of such an award.

W. A. SIM, Judge.

2633.) CHRISTCHURCH HAIRDRESSERS AND TOBACCONISTS' ASSISTANTS.—ACCEPTED RECOMMENDATION OF CONCILIATION COUNCIL.*

Council of Conciliation, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of a dispute between the Christchurch Hairdressers and Tobacconists' Assistants' Industrial Union of Workers and the following employers, viz. :—

Alpe, W., Colombo Street, Christchurch.
Ardley, H., Manchester Street, Christchurch.
Barritt and Stanton, Cashel Street, Christchurch.
Barritt, J., Cashel Street, Christchurch.
Barry and White, Manchester Street, Christchurch.
Biggins, L., Victoria Street, Christchurch.
Borley, F., Colombo Road, Sydenham.
Boardman, A. G., High Street, Christchurch.
Brown, C., Lincoln Road, Addington.
Campbell, P., Colombo Street, Christchurch.
Carter, A., Colombo Street, Christchurch.
Cairns, J., North Road, Papanui.
Coira, B., Colombo Street, Christchurch.
Childs, C., Worcester Street, Christchurch.
Craven, A., Lincoln Road, Addington.
Davis and Lamb, Colombo Street, Christchurch.
Deal, H., Cashel Street, Christchurch.
Donovan, L., Colombo Street, Christchurch.
Duke, J., Colombo Street, Christchurch.
Eslick, J., Colombo Street, Christchurch.
Everett, G., Colombo Road, Sydenham.
Groat, J., Colombo Road, Sydenham.
Hiscott, J., Ferry Road, Christchurch.
Hulston, H., High Street, Christchurch.
Hulston, W., Colombo Street, Christchurch.
Hulston, W., Madras Street, Christchurch.
Hoppy, R., Armagh Street, Christchurch.
Jerman, E. P., High Street, Christchurch.
Knox, —, Oxford Terrace, Christchurch.
Knowles, W., Manchester Street, Christchurch.
Leigh, F., Waltham Road, Sydenham.
Maddren, J., Colombo Street, Christchurch.
Munns, L., Manchester Street, Christchurch.
Musson, W., Lincoln Road, Addington.
Overend, R. N., Ferry Road, Christchurch.

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*No notice of disagreement with the recommendation herein having been filed, and the parties having been notified accordingly on the 26th day of August, 1912, the said recommendation, by virtue of section 7 of the Industrial Conciliation and Arbitration Amendment Act, 1911, has been rendered operative and enforceable as an award as from seven days after the date of such notification.—W. W. Samson, Clerk of Awards.

Ozier, A., Oxford Terrace, Christchurch.
Priestnall, J. S., Colombo Street, Christchurch.
Preece, J., Victoria Street, Christchurch.
Ratcliff, —, Colombo Street, Christchurch.
Reidle, L. M., Colombo Street, Christchurch.
Rae and Finney, High Street, Christchurch.
Ross, J., Cashel Street, Christchurch.
Roberts, H., Victoria Street, Christchurch.
Roberts, H., Papanui Road, Papanui.
Rennert and Co., Cathedral Square, Christchurch.
Sullivan, —, Manchester Street, Christchurch.
Sycamore, C., Kilmore Street, Christchurch.
Smail, A., Ferry Road, Linwood.
Sweeney, H., High Street, Christchurch.
Schultz, C. H., Manchester Street, Christchurch.
Sutherland, H., Manchester Street, Christchurch.
Simpson, W., High Street, Christchurch.
Tindall, —, Brougham Street, Sydenham.
Upjohn, H., Manchester Street, Christchurch.
Wilkins, R., Cashel Street, Christchurch.
Woodward and Co., Colombo Street, Christchurch.
Wilkinson, H., High Street, Christchurch.
White, G. S., Ferry Road, Woolston.
Wilson, R., Manchester Street, Christchurch.

THE Conciliation Council's recommendation, made this 11th day of July, 1912, is as follows:—

Hours of Labour.

1. The hours of labour shall be fifty-two per week, exclusive of meal-hours. The recognized hours of work in each establishment shall be fixed by each employer according to the circumstances of his business, but the day's work shall end not later than 8 p.m. on three days of the week, and not later than 6 p.m. on one day of the week, and not later than 1 p.m. on the afternoon of the weekly half-holiday, and not later than 9.15 p.m. on the evening of Saturdays, except on Christmas and New Year's Eve, when 10 p.m. shall be observed.

Meal-hours.

2. In those establishments in which the hour of closing shall be after half past 6 in the evening, the employer shall so arrange his hours as to enable his workmen to have on Saturdays one hour for dinner between the hours of 12 noon and 2 p.m., and one hour for tea between the hours of 5 and 7 p.m.

3. All work in hand in connection with hair-cutting and shaving shall be finished before the workmen leave their work. It is also provided that no employer shall lease or cause to be let by contract any chair or chairs in his saloon for the purpose of carrying on the business of a hairdresser. "Work in hand" means work in chair, excepting that each assistant may be required to attend to one other customer after the hour for closing.

Minimum Wage.

4. The minimum wage to be paid to a journeyman shall be £2 15s. per week.

Holidays.

5. The following days shall be full holidays: New Year's Day, Good Friday, Labour Day, Anniversary Day, Christmas Day, King's Birthday, and Picnic Day, the latter to be held on a Thursday during the month of February, on a date approved of by the officers of the Canterbury Hairdressers' and Tobacconists' Association; and in the event of any of the above-mentioned holidays falling on Saturday or Sunday, Monday shall be observed.

6. The following shall be observed as partial holidays: Boxing Day and Easter Monday from 11 o'clock, the People's Show Day in Carnival Week from 12 o'clock, and Derby Day from 12 o'clock.

7. No reduction shall be made from the week's wages for any of the said full or partial holidays.

Qualifications for Journeymen.

8. A journeyman shall mean one who has been employed in the trade for a total period of at least five years.

Under-rate Workmen.

9. (*a.*) Any worker who for any reason considers himself incapable of earning the minimum wage may be paid such lower wage as may be from time to time fixed, on the application of the worker, after due notice to the union, by the local Inspector of Awards, or such other person as the Court may from time to time appoint for that purpose, and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person may think fit to consider, after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period not exceeding six months as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker and his employer by the secretary of the union, requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree with the president or secretary of the union upon such wage without having the same so fixed. It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(*d.*) It shall be the duty of an employer before employing a worker at such lower wage to examine the permit or agreement by which such wage is fixed.

Preference of Employment.

10. If and so long as the rules of the union shall permit any person now employed in the trade in this industrial district, and who is a competent journeyman, to become a member of such union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon the written application of the person so desiring to join the union, without ballot or other election, then and in such case employers shall, when engaging a workman, employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

11. Until the rules of the union are, if necessary, altered in accordance with the provisions of the last preceding clause, employers may employ any person, whether a member of the union or not; but no employer shall discriminate against members of the union, and no employer shall, in the employment or dismissal of any person, or in the conduct of his business, do anything for the purpose of injuring the union directly or indirectly.

12. When members of the union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony, and shall receive equal pay for equal work.

13. When the rules of the union are such as to entitle the members of the union to preference under the foregoing clauses, and at all times thereafter, the union shall keep in some convenient place, within one mile from the Chief Post-office in the City of Christchurch, a book, to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the branch of the trade in which such member claims to be proficient, and the names, addresses, and occupations of every employer by whom such member shall have been employed during the preceding one year. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case an entry therein shall in any particular be wilfully false to the knowledge of the executive of the union, and in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer, without fee or charge, at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday,

and on that day between the hours of 8 a.m. and noon. If the union fail to keep the employment-book in manner provided by this clause, then and in such case, and so long as such failure shall continue, an employer may, if he so thinks fit, employ any person or persons, whether a member of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the *Press* and *Lyttelton Times* newspapers, published in the City of Christchurch, shall be given by the union of the place where such employment-book is kept, and of any change in such place.

Apprentices.

14. Aprentices shall be legally bound for a term of five years. Any employer shall, before taking an apprentice, be entitled to take him for three months on probation, and if at the end of such probation he becomes a bound apprentice, such period of three months shall be reckoned as part of the period of apprenticeship which under this paragraph he is to serve.

15. The proportion of apprentices shall be regulated as follows: One apprentice for every three journeymen or fraction of three journeymen permanently employed ("permanently employed" to mean at least six months' continuous employment). Where an employer has more than the above proportion of duly indentured apprentices at the time of the making of this award, no new ones to be taken on until the number has been reduced below the proportion stipulated. No employer to have more than five apprentices. Where an employer is working at a chair, he shall be considered a journeyman in respect of this clause.

16. Arrangements between employers and apprentices existing at the time of the hearing of this dispute in this Court shall not be prejudiced, but any employer then employing any apprentice otherwise than under indentures must procure such apprentice to be indentured within three calendar months after the coming into operation of this award.

17. If any employer shall from any unforeseen cause be unable to fulfil his obligation to an apprentice, it shall be lawful for such apprentice to complete his term with another employer, notwithstanding that such employer has already the full number of apprentices allowed by these conditions.

Wages of Apprentices.

18. Apprentices shall be paid the following wages: During the first year of their apprenticeship, 7s. 6d. per week; during the second year, 12s. 6d. per week; during the third year, 17s. 6d. per week; during the fourth year, £1 2s. 6d. per week; during the fifth year, £1 10s. per week.

Limitation of Award.

19. This award shall apply to and bind the parties hereto and all other persons hereafter entering into business as hairdressers and tobacconists in Christchurch and its suburbs only, and shall not extend to or bind any persons now or hereafter entering into business in any other part of the Industrial District of Canterbury.

20. This award shall not apply to tobacconists who are not carrying on the business of hairdressers.

Term of Award.

21. This award shall come into force on the 22nd day of July, 1912, and shall remain in force until the 22nd day of July, 1914.

TARANAKI INDUSTRIAL DISTRICT.

(2634.) TARANAKI CARPENTERS AND JOINERS.—AWARD.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the New Plymouth Branch of the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

New Plymouth—
- Andrews, M.
- Boon Bros.
- Brooking, W. F.
- Brown, Henry (Brown's Mill).
- Browne, G. W.
- Buckman, J.
- Cliff, A.
- Cobham, W.
- Clow, M. E.
- Cleland, J.
- Coleman and Son.
- Grayling, F.
- Grayling, H. H., and Cliff, W.
- Hardwick and Danks.
- Hartnell, G.
- Howson, W.
- Jackson, L.
- Jury, P.
- Lush, S.
- Loveridge, J.
- Langridge and Laurence.
- Newell, F.
- Molloy, C. J.
- Putt, H.
- Rand and Graham.
- Roberts, R. L.
- Rae, A.
- Sheppard and Tooke.
- Salt, J.
- New Plymouth Sash and Door Factory (Austin, manager).
- Scott, W. H.
- Tomlinson, A.
- Taranaki Master Builders' Industrial Union of Employers (W. F. Brooking, secretary).
- Taranaki Producers' Freezing-works Association.
- Wallath Bros.

Waitara—
- Brabant, J.
- Brown, Henry, and Co. (F. Prosser, manager).
- Clare, F.
- Clare, T.
- Clare, W.
- Cooper, C.
- Drynan, T.
- Hoskin, J.
- Johnston, A. G.
- Jones, E. F.
- Sampson, R. G.
- Wickham, W. E.
- Wickham, E.

Lepperton—
- Hall, G.
- Rowe, J.

Inglewood—
- Arthur, C.
- Brown, Henry, and Co.
- Peterson Bros.
- Rowe, J., builder.
- Standing, F.
- Surrey, E.
- Turner, J. H.

Normanby—
- Kemp, H.

Whangamomona—
- Hodder, —, sen.
- Hodder, —, jun.

Stratford—
- Boon, Josh.
- Brown, Henry, and Co.
- Brocklebank Bros.
- Davis, A. J.
- Forbes, A.
- Hale, J.
- King, N. J.
- Lobb, R.
- Martin, J.
- Walters, A. J.
- Stratford Sash and Door Factory (Derby Bros.).

Eltham—
- Baker, C. P.
- Cave, E.
- Green, R.
- New Plymouth Sash and Door Factory (C. Madden, manager).
- Whiting, J.

Manaia—
- Gregson, J.
- Lloyd, E.
- McVicar, H. B.
- Ryan and Sons.
- Sinclair, H.

Hawera—
- Burrell, A. B.
- Burton, G. S.
- Clegg, J.
- Egmont Sash and Door Factory (G. Syme).
- Goodwin, J. A.
- Good, E. W.
- Hamilton, A.
- Holloway, A.
- Jones Bros.
- Lord, E. J.
- Lord and Lewis.
- Lewis, H.
- Martin, F.
- McAnemy, —.
- Quin Bros.' Sash and Door Factory.
- Pacey, A.
- Sorenson Bros.
- Tonk, J. W.

Patea—
- Aitchison, W.
- Boagey, H.
- Carey, M.
- Perkins, C.

Opunake—
- Greenhill, J.
- Guy, J.

Rahotu—
- Ward, F.

Pungarehu—
- Dix, E.

Okato—
- Penwarden and Hart.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 21st day of October, 1912, and shall continue in force until the 21st day of October, 1914.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of October, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. A full week's work shall consist of forty-seven hours; and the ordinary working-hours shall be between 7.30 a.m. and 5 p.m., except on Saturdays, when the hours of work shall be between 7.30 a.m. and 12 noon. The special time for beginning and leaving off work shall be fixed by the employer to suit his particular business.

Rate of Wages.

2. (*a.*) The minimum rate of wages for journeymen carpenters and joiners shall be 1s. 4½d. per hour.

(*b.*) Where a worker is in charge of four or more carpenters or joiners on outside jobs and is responsible for carrying out the work—*i.e.*, has charge of plans and gives instructions to the other men—he shall receive not less than 1s. per day in addition to the wages above mentioned.

Payment of Wages.

3. All wages shall be paid weekly or fortnightly, either on the job or at the employer's place of business for town or suburban work, but, wherever paid, payment shall commence within fifteen minutes after leaving off work. Workers employed on country jobs may make mutual arrangements with their employers in respect to the time and method of paying wages.

Under-rate Workers.

4. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed on the application of such worker, after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person may think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree with the president or the secretary of the worker's union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Overtime.

5. (*a.*) Except where otherwise specified, all time worked beyond the time mentioned in clause 1 hereof shall be considered overtime, and shall be paid for as follows: For the first two hours, time and

a quarter; after the first two hours and until 10 p.m., time and a half; between 10 p.m. and the recognized time of starting work next morning, if worked continuously, double time shall be paid. If the worker shall be required to commence work after 6 a.m. and before the recognized time of starting the ordinary day's work, then rate and a quarter shall be paid for the time so employed.

(*b*.) All time worked on Saturday afternoon shall be paid for at the rate of time and a half, except in the case of time being lost in the same week through bad weather, when, if mutually agreed upon, ordinary rate shall be paid for the first three hours, and time and a half afterwards.

Holidays.

6. (*a*.) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day.

(*b*.) Work done on Sunday, Good Friday, and Christmas Day shall be paid for at the rate of double time.

(*c*.) Work done on other holidays shall be paid for at the rate of time and a half.

Suburban and Country Work.

7. (*a*.) Every workman shall be at the place where his work is to be performed at the time appointed for commencing work, but should such place be situated beyond two miles from the chief post-office of the town in which the employer's place of business is situated he shall be paid 4d. per mile extra for every mile or part of a mile in excess of the said two miles from the said post-office. If the work is more than six miles from such post-office it shall be considered country work, and shall be paid for at the ordinary rate, plus 1s. per day extra. The above to apply to all apprentices as far as suburban work is concerned, but the rate of extra pay to be half the amount stated. For the purpose of this paragraph, distances shall be calculated by the nearest mode of access by foot-passengers.

(*b*.) If requested by the workmen, the employer shall provide reasonable sleeping-accommodation on country work.

(*c*.) The hours of work for country work shall be arranged between the employer and the employee, and shall be paid for at ordinary rates.

(*d*.) Any workman or apprentice employed on country work shall be conveyed by his employer to and from the work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work, and if it is to be continuous and the journeyman or apprentice is not called away by his employer.

(*e*.) No worker shall be paid more than ordinary day's wages for any day occupied by him in travelling, even although it should exceed eight hours, unless he is on the same day occupied in working for his employer. The provisions of this clause shall apply for all apprentices.

(*f.*) Apprentices employed in country work shall be provided with board and lodgings by the employer free of charge.

Piecework.

8. Piecework is prohibited except in respect of stair-building. Work shall not be sublet (labour only).

Conveniences.

9. Employers shall provide upon the works a properly secured place for workers' tools, and shall also provide proper sanitary conveniences for the use of the workers.

Sharpening Tools.

10. (*a.*) Where two or more men are employed the employer shall provide proper grinding facilities for the sharpening of tools, either at the workshop or on each job, for the use of the worker.

(*b.*) When a worker has been regularly employed on the erection of any building for four weeks or more, or on repairing or alteration work for one week or more, he shall on being discharged be entitled to receive two hours' notice, during which time he shall have the right to sharpen his tools, if they require sharpening, or to be paid two hours' extra time. All workmen shall have their tools in perfect order at the time of starting work for a new employer.

Apprentices.

11. (*a.*) The number of apprentices shall be limited to one to every three journeymen or fraction of three.

(*b.*) The period of apprenticeship shall be five years.

(*c.*) An employer before taking a youth as an apprentice shall be entitled to engage him for three months on probation. If at the end of such time the youth becomes apprenticed such period of three months shall be reckoned as part of his period of apprenticeship.

(*d.*) An employer on taking an apprentice shall give notice thereof, and the name of the apprentice, to the Inspector of Factories within one week after the period of probation, and an employer transferring an apprentice to another employer shall also, within one week thereof, give notice of such transfer to such Inspector.

(*e.*) The wages to be paid to apprentices shall be as follows: During the first year of their apprenticeship, not less than 10s. per week; during the second year, not less than 15s. per week; during the third year, not less than £1 per week; during the fourth year, not less than £1 5s. per week; during the fifth year, not less than £1 10s. per week. When employed upon country work the apprentice shall be paid such wages for all overtime worked as may be agreed upon, but not less than the rates herein mentioned, and shall also be then provided with food and sleeping-accommodation by the employer free of cost.

(*f.*) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award. The obligation of the apprentice to serve his employer shall also be a duty enforceable under this award.

(*g.*) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any valid reason to dispense with the services of the apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who shall continue to teach the apprentice, pay him the rates prescribed in this award according to the total length of time he has served, and generally to perform the obligations of the original employer: provided that it shall not be obligatory on the employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but the employer shall give the apprentice a certificate covering the time actually served.

(*h.*) When the apprentice is discharged for a cause, the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories.

(*i.*) An employer shall not be deemed to have discharged his duty to his apprentice if he fails to keep him at work owing to slackness of trade, but such slackness may form a proper ground for transferring him to an employer willing to undertake the responsibility of teaching him. All time lost by an apprentice through his sickness or default may be deducted from his wages.

(*j.*) Existing arrangements with and relating to indentured apprentices now serving an employer may continue, provided that any employer wishing such arrangements to continue shall forward the names of his present apprentices to the Inspector of Factories within one month after the filing of this award.

(*k.*) Existing arrangements with and relating to apprentices now serving an employer may continue, provided that any employer wishing such arrangements to continue shall forward in writing the names of the apprentices and the conditions of their apprenticeship now existing to the Inspector of Factories for the district. This subclause (*k*) shall only apply to apprentices who have been in their employer's service prior to the 16th April, 1912.

Preference.

12. (*a.*) If any employer shall hereafter engage any worker who shall not be a member of the union, and who within one week after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(*b.*) Whenever an employer shall employ any worker who is not a member of the union he shall within twenty-four hours thereafter give notice in writing of such employment to the secretary of the union.

13. The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any journeyman carpenter or joiner of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Term of Award.

14. This award shall come into force on the 21st day of October, 1912, and shall continue in force until the 21st day of October, 1914.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 4th day of October, 1912.

W. A. Sim, Judge.

MEMORANDUM.

This award embodies the recommendation of the Council of Conciliation.

The points to be settled by the Court were :—

(*a.*) The wages of joiners employed in factories. The employers asked to have these fixed at 1s. 3d. per hour. The Court has made them the same as those agreed on for other joiners.

(*b.*) Preference of employment for members of the union. This has been made the same as in the Wellington award.

It is desirable to point out that the Court decided some years ago that an Education Board cannot be made a party to an award. Notwithstanding this, union secretaries persist in joining Boards as parties to disputes. This was done in the present case, but the Court has struck out the Taranaki Education Board from the list of parties.

W. A. Sim, Judge.

(2635.) NEW PLYMOUTH BUILDERS', CONTRACTORS,' AND GENERAL LABOURERS.—AWARD.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the New Plymouth General Labourers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

New Plymouth—
- Andrews, M.
- Boon Bros.
- Brooking, W. F.
- Bransgrove, H.
- Browne, G. W., and Brown, J.
- Back, G.
- Buckman, J.
- Cliff, A.
- Cobham, W.
- Clow, M. E.
- Cleland, J.
- Coleman and Son.
- Evans, R.
- Grayling, F.
- Grayling, H. H., and Cliff, W.
- Hartnell, G.
- Howson, W.
- Hardwick and Danks.
- Hooker, J. F.
- Hooker, A.
- Jackson, L.
- Jury, P.
- Knight, G.
- Kyngdon and Russell.
- Loveridge, J.
- Lush, S.
- Langridge and Laurence.
- Molloy, C. J.
- Newell, F.
- New Plymouth Harbour Board (C. Rennell, secretary).
- New Plymouth Gas Company (J. G. Arthur, manager).
- Nixon and Nixon.
- Penman and Boswell.
- Putt, H.
- Rand and Graham.
- Roberts, R. L., and Son.
- Rae, A.
- Russell, J., and Son.

New Plymouth—*continued.*
- Roebuck Bros.
- Sheppard and Tooke.
- Salt, J.
- Scott, W. H.
- Taranaki Master Builders' Industrial Union of Employers (W. F. Brooking, secretary).
- Taranaki Petroleum Company (L. Keith, manager).
- Tomlinson, A.
- Wallath Bros.
- Ward and Son (W. E. Bendall, manager).
- Westport Coal Company (Limited), (O. N. Firth, manager).

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 21st day of October, 1912, and shall continue in force until the 4th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 4th day of October, 1912.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. (*a.*) A full week's work shall consist of forty-seven hours. The ordinary working-hours shall be between 7.30 a.m. and 5 p.m., except on Saturdays, when the hours of work shall be between 7.30 a.m. and 12 noon: the special time for beginning and leaving off work to be fixed by the employer to suit his particular business.

(*b.*) When it is necessary to prepare material or work before the ordinary hour for commencing work the employer may employ workers to do such necessary work for not more than half an hour before the ordinary time for commencing work, and in such cases only the ordinary rates of pay shall be paid for the time so worked.

(*c.*) In tunnel-work the time shall not exceed eight hours per shift, with half an hour for crib-time. In connection with tunnel-work six hours shall constitute a day's work when workers are working in wet places or foul air. "Tunnel-work" means any underground excavation that is over a chain in length, or that requires timbering overhead. A "wet place" shall mean a place where workers have to stand in water over ordinary boot-tops, or where water is dripping on them.

Wages.

2. (*a.*) Labourers employed in connection with the erection, alteration, or demolition of any building, or in excavating or preparing ground for the same, shall be paid not less than 1s. 1½d. per hour.

(*b.*) Labourers engaged in the construction of scaffolds shall, for the time they are employed on such work, be paid not less than 1s. 3d. per hour.

(*c.*) *Tunnel-work.*—Tunnelmen and timbermen, 10s. per shift; all other workers employed underground, 9s. per shift.

(*d.*) *Quarry-work.* — Workers engaged in getting out stone roughly squared to measurement, 1s. 3d. per hour; powdermen, hammer and drill men, and jumpermen, 1s. 1½d. per hour; all other workers engaged in quarry-work, 1s. 1½d. per hour.

(*e.*) General Work.—Labourers employed in concrete-work, pick-and-shovel work, sewer-work, kerbing and channelling work, laying and cleaning drains, and asphalt and tar work, 1s. 1½d. per hour.

Overtime.

3. (*a.*) All time worked outside or in excess of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a quarter for the first two hours, time and a half thereafter up to 10 p.m., and double time between 10 p.m. and the ordinary time for commencing work next morning, if worked continuously.

(*b.*) Workmen required to commence work between the hours of 6 a.m. and the ordinary time for commencing work shall be paid at the rate of time and a quarter for such time.

Holidays.

4. (*a.*) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day.

(*b.*) Work done on Sunday, Good Friday, and Christmas Day shall be paid for at the rate of double time.

(*c.*) Work done on other holidays shall be paid for at the rate of time and a half.

Youths.

5. (*a.*) Youths may be employed at not less than the following rates of wages: Up to seventeen years of age, 18s. per week; up to eighteen years of age, £1 2s. per week; up to nineteen years of age, £1 6s. per week; up to twenty years of age, £1 10s. per week; up to twenty-one years of age, £1 16s. per week.

(*b.*) The proportion of youths shall not be more than one to every five or fraction of five men employed.

Suburban and Country Work.

6. (*a.*) Workers employed shall be at the place where the work is to be performed at the time appointed for the commencement of work; and any workers engaged to perform work more than two miles from the Chief Post-office shall be paid for the time reasonably occupied by them in walking to and from such work beyond two miles, or they may be conveyed to and from such work at the cost of their employers, but no worker residing less than two miles by a convenient mode of access for foot-passengers from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause. All time walked shall be allowed for at the rate of four miles per hour.

(*b.*) The provisions hereinafter contained as to country work shall apply only to labourers employed in connection with building operations.

(*c.*) Every labourer engaged upon country work shall be paid, in addition to his ordinary wages, a further sum of 1s. for each and every day while he is so employed, and his travelling-expenses in going to and returning from such work shall also be paid by his employer, but once only during the continuance of the work if such work is continuous and the labourer is not in the meantime recalled by his employer, or he may be conveyed by his employer to and from such work free of charge. "Country work" shall mean work done at more than six miles from the employer's place of business.

(*d.*) Time occupied in travelling shall be paid for at the ordinary rates, but no labourer shall be paid more than an ordinary day's wage for any day occupied by him in travelling, although the hours occupied by him may exceed eight, unless he is on the same day engaged in working for his employer.

(*e.*) Notwithstanding anything herein contained, any employer and his worker may agree that in respect of any special or country work the hours of work shall be other than those hereinbefore prescribed without payment of overtime, but so that not less than the rate of wages hereinbefore prescribed shall be paid.

Tools.

7. All tools shall be supplied by the employer.

Under-rate Workers.

8. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of such worker, after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or person may think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period, not exceeding six months, as such Inspector or person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Payment of Wages.

9. All wages shall be paid weekly or fortnightly, and not more than two days' wages shall be kept in hand by the employer. If men are called upon to come to the office to receive their wages they shall do so in the employer's time, or be paid for such time taken in going to the office. In the event of a worker being dismissed he shall receive all wages due to him the same day, or be paid for all time taken in waiting for a final settlement.

Preference.

10. (*a.*) In the event of any employer hereafter engaging any worker who shall not be a member of the union, and who within

six days after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if required to do so by the union, provided there is then a member of the union who, in the opinion of the employer, is equally qualified to perform the particular work required to be done, and ready and willing to undertake it.

(*b*.) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any person of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to remain a member upon payment of subsequent contributions not exceeding 6d. per week.

Existing Contracts.

11. The provisions of this award shall not apply to contracts entered into before the hearing of this dispute and uncompleted, but any employer desiring to take advantage of this provision shall within fourteen days from the time from which this award shall take effect give to the secretary of the workers' union notice in writing of the contracts in respect of which he claims exemption, stating the date of each contract, the name of the person or body with whom the same has been entered into, and the nature of the work and where the same is to be performed, and no employer shall be entitled to the benefit of this provision in respect of any contract of which he has not so given notice.

Scope of Award.

12. (*a*.) This award shall apply to all employers carrying on business within a radius of ten miles from the New Plymouth Post-office.

(*b*.) When the wages of a worker coming within the apparent scope of this award have already been fixed by an award of the Court, or by any industrial agreement, this award shall not apply; and this award is made subject to the conditions that whenever any award is hereafter made embracing any industry, trade, or business in which such workers are employed, such award may be made to supersede this award so far as regards the wages and conditions of such workers.

Term of Award.

13. This award shall come into force on the 21st day of October, 1912, and shall continue in force until the 4th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 4th day of October, 1912.

W. A. Sim, Judge.

MEMORANDUM.

This award embodies the recommendation of the Council of Conciliation.

The points to be settled by the Court were—(*a*) The rates of wages, (*b*) preference to members of the union. The Court has settled these in the same way as they were settled by the award made recently in the Wellington District.

W. A. SIM, Judge.

(2636.) NEW ZEALAND FEMALE BOOT OPERATIVES.—ADDING PARTY TO AWARD.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award made on the 16th day of July, 1912, in an industrial dispute between the New Zealand Federated Boot Trade Industrial Association of Workers and the New Zealand Federated Boot Trade Manufacturers' Industrial Association of Employers in connection with females employed in the boot and shoe industry.

Thursday, the 3rd day of October, 1912.

UPON the application of the above-named association of workers, and upon hearing the representative of the said association and Hal Goodacre, the proprietor and manager of the Egmont Boot and Shoe Company, it is ordered that the said company shall be and is hereby added as a party to the said award from this date, but so that the provisions of clause 1 of the said award shall not apply to any workers now employed by the said company.

W. A. SIM, Judge.

(2637.) NEW ZEALAND MALE BOOT OPERATIVES.—ADDING PARTY TO AWARD.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award made on the 16th day of July, 1912, in an industrial dispute between the New Zealand Federated Boot Trade Industrial Association of Workers and the New Zealand Federated Boot Trade Manufacturers' Industrial Association of Employers in connection with males employed in the boot and shoe industry.

Thursday, the 3rd day of October, 1912.

UPON the application of the above-named association of workers, and upon hearing the representative of the said association and Hal Goodacre, the proprietor and manager of the Egmont Boot and Shoe Company, it is ordered that the said company shall be and is hereby added as a party to the said award from this date.

W. A. SIM, Judge.

MARLBOROUGH INDUSTRIAL DISTRICT.

2638.) MARLBOROUGH BUILDING TRADES.—ACCEPTED RECOMMENDATION OF CONCILIATION COUNCIL.*

MEMORANDUM of agreement made this 17th day of July, 1912, between the Marlborough Building Trades Industrial Union of Workers and the following persons, firms, and companies:—

Blenheim—
- Adams, F. W., plumber and gasfitter, Market Street North.
- Blenheim Borough Council, plumbers and gasfitters.
- Brewer, R., builder, Eltham Road.
- Bailey, A. J., painter, Nelson Street.
- Bartlett, A. E., painter, Dillon's Point Road.
- Booker, G., bricklayer.
- Bythell and Co., builders, painters, and plumbers, Maxwell Road.
- Candy, C., painter, Percy Street.
- Carr, W., builder, painter, and plumber.
- Fawcett, J., builder, St. Andrew's.
- Gallop, N. F., painter, Scott Street.
- Gosling and Kirby, builders, Dillon's Point Road.
- Guthrie, A. E., builder, Springlands.
- Gibson, G., builder, Warwick Street.
- Gibson, E. A. M., painter, Riversdale.
- Hudson and Avery, builders, Budge Street.
- Hodson and Patchett, builders.
- Higgs, J. L., and Co., painters, Alfred Street
- Hodson, W., bricklayer, Charles Street.
- Langridge, J., bricklayer.
- Leslie and Costello, plumbers and gasfitters, Market Street South.
- Leslie, J., plumber and gasfitter, Grove Road.
- Manning, A., builder, Redwood Street.
- May, T. J., builder, Park Terrace.
- McKinley, J., builder, Scott Street.
- Moreland, J. A., builder.
- Nicoll Bros., builders, painters, and plumbers.
- O'Neill and Sons, painters, Weld Street.
- Osgood, W. H., builder, Lee Street.
- Osgood, H. S., painter.
- Parker, E. S., builder, High Street.
- Simmonds, J., painter, Charles Street.
- Ward and Sons, builders, painters, plumbers.
- Wemyss Bros., builders, Grove Road.
- Wanden, A., painter, Halifax Street.

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* Which came into force on 5th October, 1912, under section 7 (3) of the Industrial Conciliation and Arbitration Amendment Act, 1911.

Picton—
Bush, A., builder.
Clinch, A., painter.
Maxted, G., builder, Waikawa Road.
Pugh Bros., builders.
Smith and Sons, builders.
Storey, R. A., builder.

Renwicktown—
Barry, W., builder.
Mills, A. G., builder.
Watson, W., builder.
Watson, H. S., painter.

Spring Creek—
Bott, G. A., builder.
Kennington, J., builder.
Grovetown—
Beamsley, F., builder.
Havelock—
Reade, R. A., builder.
Tuamarina—
Botham, W. C., builder.
Ward—
Butt, C., builder.
Butt, T. J., builder.
Seddon—
Farnell, J. E., builder.

SCHEDULE.

Hours of Labour.

1. The recognized hours of work shall be as hereinafter set forth—namely, from the 1st August until the 30th April, from 8 a.m. until 5 p.m. on each day except Saturday, one hour to be allowed each day for dinner, and on Saturday from 8 a.m. until noon; from the 1st May until the 31st July, from 8 a.m. until 4.30 p.m. on each day except Saturday, one half-hour to be allowed for dinner each day, and on Saturday, from 8 a.m. until noon.

Rate of Wages.

2. The minimum rate of wages shall not be less than—For carpenters, 1s. 4½d. per hour; for painters, 1s. 3d. per hour; for plumbers, 1s. 4½d. per hour; for bricklayers, 1s. 6d. per hour.

Payment of Wages.

3. All wages are to be paid weekly at or before noon in town or in townships, but in the case of journeymen or apprentices working at a distance of more than ten miles from the town or township special arrangements may be made between employers and workers.

Piecework.

4. Except in respect to stair-building, no carpenter or joiner shall be paid piecework.

Overtime and Holidays.

5. Except where otherwise specified, all time worked beyond the hours mentioned in clause 1 hereof shall be considered overtime, and shall be paid for as follows: For the first two hours, time and a quarter; after the first two hours until 10 p.m., time and a half; between 10 p.m. and 8 a.m. next morning, if worked continuously, double time shall be paid. If the workman shall be required to commence work after 6 a.m., but before 8 a.m., then

he shall be paid time and a quarter for the work done before 8 a.m. Work done on Christmas Day, Good Friday, New Year's Day, birthday of the reigning Sovereign, Easter Monday, Labour Day, and Sundays shall be paid for at the rate of double time. If any of the holidays mentioned shall fall on a Sunday, then for the purposes of this award the day succeeding shall be deemed to be the holiday.

Apprentices.

6. (*a.*) All boys commencing to work in any branch of the trades mentioned in this agreement after the coming into operation of the award shall be legally indentured as apprentice for the term of five years, but every boy so commencing shall be allowed three calendar months' probation prior to being so indentured.

(*b.*) The proportion of apprentices to journeymen employed by any employer in the various trades mentioned in this award shall be as follows:—

(i.) Carpenters: One apprentice to every three journeymen or fraction of first three.

(ii.) Painters: One apprentice to every three journeymen, or fraction of first three.

(iii.) Plumbers: Two apprentices to every three journeymen, or one apprentice to fraction of first three.

(iv.) Bricklayers: One apprentice to every three journeymen or fraction of first three.

(v.) For the purpose of determining the proportion of apprentices to journeymen in taking any new apprentice, the calculation shall be based on a two-thirds full-time employment of the journeymen employed for the six previous calendar months.

Wages of Apprentices.

7. First year, 8s. per week; second year, 12s. per week; third year, 16s. per week; fourth year, £1 per week; fifth year, £1 5s. per week.

Under-rate Workers.

8. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of such worker after due notice to the union, by the Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person may think fit to consider, after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Whenever occasion arises for fixing a worker's wage it shall be fixed for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of the said period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed in this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant thereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

(*f.*) The employer of any such worker shall, within twenty-four hours of his commencing work, give notice to the Inspector of Awards that he has given employment to an incompetent worker.

(*g.*) The number of workers whose wages have been fixed in manner herein prescribed in the employment of any employer shall not at any time exceed one to every four workers who are paid the full wage prescribed by this award: Provided that this proportion may be exceeded should there be at any time no fully qualified journeymen on the employment-book hereinafter referred to.

Conveniences.

9. The employer shall provide upon the works a proper place for the tools of the workmen under lock and key, and shall also provide all necessary sanitary conveniences for the use of the workmen.

Facilities for sharpening Tools, &c.

10. (*a.*) Employers shall afford facilities for the sharpening of tools as follows:—

(*b.*) Where an employer has an established place of business, permanent factory, or workshop, he shall provide a grindstone either at such place or on any job where two or more workmen are employed.

(*c.*) Where the employer has no established place of business, permanent factory, or workshop, he shall in such case provide a grindstone on any job where two or more workmen are employed.

(*d.*) Where a workman has been employed for two weeks and discharged he shall receive two hours' pay or two hours' time; if employed only one week and discharged, one hour's pay or one hour's time for the purpose of sharpening tools.

(*e.*) All workmen shall have their tools in perfect order at time of starting work with new employer.

Country Work.

11. (*a.*) Every journeyman shall be at the place where his work is to be performed at the time appointed for commencing work, but should such place be situated beyond a distance of four miles from the Chief Post-office, Blenheim, then such worker shall be paid at the rate of 1s. per day in addition to his ordinary wages.

(*b.*) If requested by the workmen, the employer shall provide reasonable sleeping-accommodation on country work.

(*c.*) The hours of overtime for country work shall be as arranged between the employer and employee, to be paid at ordinary rates for country work.

(*d.*) Any workman or apprentice employed upon country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer, but only during the continuance of the work, and if it is to be continuous and the journeyman or apprentice is not called away by his employer.

(*e.*) No worker shall be paid more than ordinary day's wages for any day occupied by him in travelling, even although it should exceed eight hours, unless he is on the same day occupied in working for his employer. The provisions of this clause shall apply to all apprentices.

(*f.*) Apprentices employed in country work shall be provided with board and lodgings by the employer free of charge.

Preference.

12. (*a.*) Employers are at liberty to employ any person offering themselves for employment, whether such person is a member of the union or not.

(*b.*) In the event of any person being hereafter engaged by any employer and who is not a member of the union, such person shall within fourteen days after being requested in writing by the secretary of the union join the union, and should such person not comply with the request within the period above mentioned he shall be deemed to have committed a breach of this award.

(*c.*) An employer shall not be liable under any circumstances for any breach of the preference clause.

Plumbers' Tools.

13. Employers of plumbers shall provide workmen with soldering-bolts, iron-pipe-fitting tools, plumbing-irons, mandrels, and files.

Scope of Award.

14. This award shall apply to the Marlborough Industrial District.

Term of Award.

15. The term of award shall extend for the period of three years, from a date to be fixed by the Court.

MEMORANDUM.

The foregoing recommendation has been arrived at by assessors duly appointed to adjust the dispute, and represents their unanimous opinion. It is further recommended that the terms and conditions arrived at should be embodied in an award of the Court

APPLICATIONS FOR EXEMPTION.

Nil.

APPLICATION TO ADD PARTIES.

Daikee and Sons, bricklayers, Elevation and Blenheim.
Wakelin and Davies, builders, Blenheim.
Adam Gibson, plumber, &c., Spring Creek.
A. C. Smith, builder, Springlands.
John A. Lambert, builder, Carluke.

JOHN J. HIGGINS,
REUBEN HODSON,
ANDREW JAMES CURRY,
Assessors for the Union.
JOHN WEMYSS,
JOHN L. HIGGS,
F. W. ADAMS,
Assessors for the Employers.

Dated at Blenheim, this 17th day of July, 1912.

(2639.) MARLBOROUGH DRIVERS—ENFORCEMENT OF AWARD

In the Magistrate's Court at Blenheim, before Mr. R. S. Florance, S.M.—8th September, 1912.—Inspector of Awards against Gosling and Son, carriers.

THIS was a claim for the recovery of £10 as a penalty for an alleged breach of the drivers' award for the Marlborough Industrial District. It was averred that the defendants had failed to comply with clause 10 of the award, which clause sets out that "the employer shall in all stables where fourteen or more horses are kept provide a man, whose duties shall be to keep the stables clean and mix feed."

The Magistrate said he was convinced that Mr. Gosling did, generally speaking, fulfil the duties of cleaning the stables and mixing the feed; but on the occasion of the Inspector's visit one of the men was bedding some of the horses. The defendants did not employ a man to keep the stables clean and mix the feed; but these duties would not occupy more than an hour or two a week when all the time was put together. It was manifest that such an important item as the mixing of horse-feed would be best fulfilled by the employer if he was able and willing to do such work. It only became necessary to inquire whether the defendants, having entered into the agreement to employ a man for the work stated, could now vary the arrangement of their own motion, as they had attempted to do.

The case of T. Moorcraft and Son, bakers, of Auckland, heard by Mr. Justice Sim (see Vol. xi, Awards, p. 183), was not on all-fours, but was helpful, as it led to the conclusion that, although the present defendants might be competent to perform the duties of keeping the stables clean and mixing the feed, they must also do the work—that was to say, not generally, but always. The evidence made it appear that the defendants did not always perform this duty, and a breach of the award had been committed. Where the parties to an award desired to do something contrary to it, they should take the proper steps to have the award amended under section 92 of the Act of 1908 to provide for such altered conditions. The award was unambiguous, so far as it went, and that being the case, it must be enforced. No hardship had been inflicted on the other employees, and the fine would be nominal.

A fine of £1, with £3 8s. costs, was imposed.

WESTLAND INDUSTRIAL DISTRICT.

(**2640.**) GREY VALLEY COAL-MINERS.—AGREEMENT *RE* TYNESIDE PROPRIETARY (LIMITED).

Agreement made this 26th day of June, 1912, between the Grey Valley Coal-miners' Union and the Tyneside Proprietary (Limited).

Hewing Rates.

1. (*a.*) Solid coal, 2s. 4d. per ton.

(*b.*) Splitting pillars, 2s. 4d. per ton.

(*c.*) Taking out pillars, 2s. per ton.

(*d.*) Fireclay, 2s. 6d. per ton.

(*e.*) Any place with 5 ft. or less than 5 ft. of coal shall be a deficient place, to be worked at 12s. per shift, or at a rate to be agreed upon between the mine-manager and the union officials.

Wet Places.

2. Miners working in wet places shall be paid 12s. per shift. Shifts in wet places shall be six hours from bank to bank. If the miners in wet places desire, they can dispense with the half-hour allowed for crib and work five hours and a half from bank to bank. In case of any dispute as to what is a wet place, the matter shall be arranged by the check inspector and the mine-manager. Should they fail to agree, the matter shall be settled by an arbiter mutually selected by each party.

Shift-wages.

3. When miners are employed getting coal, 12s. per shift.

(Clauses 2 and 3.) When miners shall earn more than the wages mentioned at the tonnage rates during any pay period, they shall be paid at tonnage rates.

Shift-work in Solid Places.—If miners when working in solid places at tonnage rates be called upon to do any class of work other than hewing or filling coal, they shall be paid at the rate of 12s. per day, and nothing shall be deducted from what the miners may make at tonnage rates to pay for the said shift-wages.

Shift-work in Pillars (Rise Section).—Taking out pillars in rise section shall be paid at the rates of 2s. 1d. per ton. The penny increase on clause 1, portion (*c*), shall be paid as remuneration for shifting stone or dirt from roadway leading to coal-face.

Permanent shiftmen, 11s. per shift; casual shiftmen, 12s. per shift (this means when a workman is taken away from his own place to do shift-work).

4. Carpenters, 11s. per shift.

5. Blacksmiths — First fire, 12s. 6d. per shift; second fire, 11s. per shift.

6. Bankmen, 10s. 6d. per shift. Wheelmen, 10s. 6d. per shift.

7. Truckers — Nineteen years and over, 10s. 6d. per shift; eighteen years to nineteen years, 10s. per shift; seventeen years to eighteen years, 8s. 6d. per shift; sixteen years to seventeen years, 7s. per shift; fifteen years to sixteen years, 5s. 6d. per shift.

Trucking by Miners.

8. Miners to truck their own coal 22 yards, or not past the first permanent flatsheet; from 22 to 44 yards, 2d. per ton extra; for each 22 yards or fraction thereof above or over 44 yards, another 3d. per ton extra. Any place in the mine where the trucking by miners exceeds 22 yards the extra tonnage must be paid or a roll-off made for the trucker, such roll-off to be as near as possible but not less than 12 yards from the face. Miners to run the face-jig up to 22 yards, over that distance to be paid the same extra rates as trucking in levels or any other place. When taking out stumps of pillars miners to truck 6 ft. and jig the trucks. If in places where it takes two men to push the truck, the trucker to help the miner.

9. Outside boys to start at 4s. per shift, with an increase of 6d. per day every six months; if over fifteen years when starting, regulated as per clause 7, with 6d. per day less to be paid.

10. Outside men, 10s. per shift.

Bords.

11. Bords to be 18 ft. wide, but in cases of bad roof the manager to have the right to reduce the width to 16 ft. at the same tonnage rates. When bords are broken away narrow 4 yards at

6d. per yard shall be paid; should the bord be broken away 18 ft. wide, 2 yards at 6d. per yard shall be paid. When bords are broken away narrow the width shall be 10 ft.

Yardage.

12. For slits, levels, inclines, or stentons, 9 ft. wide and under, 8s. per yard; over 9 ft., 6s. per yard. Bords driven narrow from 12 ft. to 16 ft., 4s. per yard. Taking off-side coal in solid places, 3s. per yard. Splitting pillars when 18 ft. wide will not be considered as slits, levels, inclines, or stentons, but if driven under 16 ft. wide to be paid as narrow bords.

Timbering.

13. Sets up to 6 ft. high, 2s. 6d. per set; sets from 6 ft. to 8 ft. high, 3s. 6d. per set; sets over 8 ft. high, 4s. 6d. per set. All sets more than 8 in. through, measured in the centre, to be special sets, and the price of such sets to be arranged between the manager and the workman. All sets requiring close laths on top shall be paid 1s. extra.

Miners to keep all timber 12 ft. back from the rail-end.

Timbering back along roadway to be kept by company, or paid for at the rate of 6d. per prop. Chocks, 1s. a foot. Filling in, 6d. a foot extra.

Bottoms.

14. Company to lift all bottoms other than coal or fireclay.

Falling Stone.

15. In places where miners, on account of falling stone, cannot make wages, they shall be paid 12s. per shift.

Cavilling.

16. All coal places shall be cavilled every twelve weeks. Check inspectors shall be allowed to examine the places before they are cavilled for. Should any place be stopped and commence again, the men cavilled to this place shall return to it, or if such places may be finished during the quarter, the men working in such places shall claim the first place to start.

Men cavilled in levels shall claim the first incline won out the level, and men working in inclines shall claim the first bord won out in the incline.

The company shall have the option of working special places. The manager shall pick whom he considers the best workmen and cavil them to these places. The men working in these places shall be guaranteed a wage not less than 12s. per shift per day, or what they can earn at tonnage rates if above that average.

Holidays.

17. Every Saturday afternoon, 17th March, Good Friday, Easter Monday, King's Birthday, and Labour Day. On Saturday

the mine to knock off at 1 p.m., and seven hours shall constitute a day's work. If the mine knocks off before 1 p.m. the employees shall be paid *pro rata* of eight hours shift. Christmas holidays, from 24th December at 4 p.m. to 4th January, at 8 a.m.

If any of the above holidays fall on a Sunday it shall be arranged between the manager and the union officials as to what day be taken for said holiday.

Preference.

18. Preference of employment shall be given to members of the union both in taking on or discharging workmen: Provided that when members leave the employ of the company without giving reasonable notice the manager may refuse to re-employ such members, notwithstanding that their names may appear on the employment-book, which shall be kept at the nearest post-office to the mine, and in which the secretary shall register the names of all members out of employment.

Preference to Truckers going on Coal.—Truckers and shiftmen employed in the mine shall have preference when men are required on the coal in turn according to the term of employment. The manager to have the right to stop a trucker or shiftman from going on coal with an incompetent man. The said truckers or shiftmen to go trucking when called upon for the first three months at 11s. 6d. per shift.

Incompetent Workers.

19. If from any cause any worker is unable to earn the minimum wage provided by this award for any class of work for which he may desire employment, such worker may be employed at such less wage as may be agreed upon by the union and the manager.

Matters not provided for.

20. Should any matter not provided for or any dispute arise during the term of this award, it shall be referred to the company and the officials of the union with a view to settlement.

All clauses in this agreement to apply to single shift only. In the event of two or more shifts starting prices to be arranged between the management and the union for said two or more shifts.

Term of Agreement.

21. This agreement shall be for a term of one year from 1st July, 1912.

Signed on behalf of the Tyneside Proprietary (Limited).
E. G. PILCHER, Managing Director.

Signed on behalf of the Grey Valley Miners' Union.
GEO. R. DIXON.
JOHN KAYE, Secretary.

(2641.) GREY VALLEY COAL-MINERS.—AGREEMENT *RE* BRUNNER COLLIERIES (LIMITED).

Agreement made this 20th day of August, 1912, between the Grey Valley Miners' Union and Brunner Collieries (Limited).

Hewing Rates.

1. Coal from 3 ft. to 3 ft. 6 in. thick, 4s. per ton; coal from 3 ft. 6 in. to 4 ft. thick, 3s. 6d. per ton; coal from 4 ft. to 4 ft. 6 in. thick, 2s. 10d. per ton; coal from 4 ft. 6 in. to 5 ft. thick, 2s. 6d. per ton; coal from 5 ft. and over, 2s. 4d. per ton.

Any place with less than 3 ft. of coal shall be a deficient place, to be worked at 12s. per shift, or at a rate to be agreed upon between the mine-manager and the union officials.

Dirt Clause.

2. 2s. 4d. per ton to be paid for dirt, and 12 cwt. to represent a box. If dirt is utilized for filling up holes or ordered to be thrown back, the area of the place from which the dirt has been taken to be measured, and paid for, at the above rate. The management to have the right to weigh any box of dirt, and if below standard weight, such men to be paid at such average weight for one week.

Wet Places.

3. Miners working in wet places shall be paid 12s. per shift. Shifts in wet places shall be six hours from bank to bank. If the miners in wet places desire they can dispense with the half-hour allowed for crib, and work five hours and a half from bank to bank. In case of any dispute as to what is a wet place, the matter shall be arranged by the check inspectors and the mine-manager. Should they fail to agree the matter shall be settled by an arbiter mutually selected by each party.

Shift-wages.

4. When miners are employed getting coal, 12s. per shift.

(Clauses 3 and 4.) When miners shall earn more than the wages mentioned at tonnage rates during any pay period they shall be paid at tonnage rates.

Shift-work in Solid Places.

5. If miners when working in solid places at tonnage rates be called upon to do any class of work other than hewing or filling coal, they shall be paid at the rate of 12s. per day, and nothing shall be deducted from what the miners may make at tonnage rates to pay for the said shift-wages. The company to lift all other bottoms than coal or fireclay.

6. Permanent shiftmen, 11s. per shift.

7. Casual shiftmen, 12s. per shift. (This means when a workman is taken away from his own place to do shift-work.)

8. Carpenters, 11s. per shift.

9. Blacksmiths—First fire, 12s. 6d. per shift; second fire, 11s. per shift.

10. Bankmen and wheelmen, 10s. 6d. per shift.

11. Truckers—Nineteen years and over, 10s. 6d. per shift; eighteen years to nineteen years, 10s. per shift; seventeen years to eighteen years, 8s. 6d. per shift; sixteen years to seventeen years, 7s. per shift; fifteen years to sixteen years, 5s. 6d. per shift.

Trucking by Miners.

12. Miners to truck their own coal 22 yards, or not past the first permanent flatsheet; from 22 to 44 yards, 2d. per ton extra; for each 22 yards or fraction thereof above or over 44 yards, 3d. per ton extra. Any place in the mine where the trucking by miners exceeds 22 yards, the extra tonnage must be paid or a roll-off made for the trucker, such roll-off to be as near as possible, but no more than 12 yards from the face. Miners to run the face-jig up to 22 yards, over that distance to be paid the same extra rates as trucking in levels or any other place. When taking out stumps of pillars miners to truck 6 ft. and jig the trucks. If in places where it takes two men to push the truck the trucker to help the miner.

13. Outside boys to start at 4s. per shift, with an increase of 6d. per day every six months. If over fifteen years when starting, regulated as per clause 11, with 6d. per day less to be paid.

14. Outside men, 10s. per shift.

Bords.

15. Bords to be 18 ft. wide, but in cases of bad roof the manager to have the right to reduce the width to 16 ft. at the same tonnage rates. When bords are broken away narrow 4 yards at 6s. per yard shall be paid; should the bords be broken away 18 ft. wide 2 yards at 6s. per yard shall be paid. When bords are broken away narrow the width shall be 10 ft.

Yardage.

16. For slits, levels, inclines, or stentons: 9 ft. wide and under—8s. per yard single shift, 9s. per yard double shift, 10s. per yard three-shift; over 9 ft. wide—6s. per yard single shift, 7s. per yard double shift, 8s. per yard three-shift. Bords driven narrow from 12 ft. to 16 ft.—4s. per yard single shift, 5s. per yard double shift, 6s. per yard three-shift. Taking off-side coal in solid places, 3s. per yard. Splitting pillars when 18 ft. wide will not be considered as slits, levels, inclines, or stentons, but if driven under 16 ft. wide to be paid as narrow bords.

Timbering.

17. Sets up to 6 ft. high, 2s. 6d. per set; sets from 6 ft. to 8 ft. high, 3s. 6d. per set; sets over 8 ft. high, 4s. 6d. per set.

All sets more than 8 in. through, measured in the centre, to be special sets, and the price of such sets to be arranged between the manager and the workman. All sets requiring close laths on top shall be paid 1s. extra.

Miners to keep all timber 12 ft. back from rail-end.

Timbering back along roadway to be kept by company or paid for at the rate of 6d. per prop. Chocks, 1s. per foot. Filling in, 6d. per foot extra.

Falling Stone.

18. In places where miners, on account of falling stone, cannot make wages they shall be paid 12s. per shift.

Cavilling.

19. All coal places shall be cavilled every twelve weeks. Check inspectors shall be allowed to examine the places before they are cavilled for. Should any place be stopped and commence again the men cavilled to this place shall return to it, or if such places may be finished during the quarter the men working in such places shall claim the first place to start.

Men cavilled in levels shall claim the first incline won out of the level, and men working in inclines shall claim the first bord won out in the incline.

The company shall have the option of working special places. The manager shall pick whom he considers the best workmen and cavil them to these places. The men working in these places shall be guaranteed a wage not less than 12s. per shift, or what they can earn at tonnage rates if above that average.

Holidays.

20. Every Saturday afternoon, 17th March, Good Friday, Easter Monday, King's Birthday, and Labour Day. On Saturday the mine to knock off at 2 p.m., and seven hours shall constitute a day's work. If the mine knocks off before 2 p.m. the employees shall be paid *pro rata* of eight-hours shift. Christmas holidays, from 24th December at 4 p.m. to 4th January at 8 a.m.

If any of the above holidays fall on Sunday it shall be arranged between the manager and the union officials as to what day be taken for the said holiday.

Preference.

21. Preference of employment shall be given to members of the union, both in taking on and discharging workmen: Provided that when members leave the employ of the company without giving reasonable notice the manager may refuse to re-employ such members, notwithstanding that their names may appear on the employment-book, which shall be kept at the nearest post-office to the mine, and in which the secretary shall register the names of all members out of employment.

Preference to Truckers going on Coal.

22. The trucker or shiftman who has been the longest in the mine in the employ of the company shall have the preference where men are required on the coal. The manager to have the right to stop a trucker or shiftman from going on coal with an incompetent workman. The said truckers or shiftmen to go trucking when called upon for the first three months at 11s. 6d. per shift.

Incompetent Workers.

23. If from any cause any worker is unable to earn the minimum wage provided by this award for any class of work for which he may desire employment, such worker may be employed at such less wage as may be agreed upon by the union and the manager.

Matters not provided for.

24. Should any matter not provided for or any dispute arise during the term of this award, it shall be referred to the company and the officials of the union with a view to settlement.

Term of Agreement.

25. This agreement to terminate on the 1st day of July, 1913.

Signed on behalf of Brunner Collieries (Limited).

D. E. THORNTON, Attorney.

Witness—R. Alison.

Signed on behalf of the Grey Valley Miners' Union.

JOHN SMEATON, President.

Witness—David Swallow.

JOHN W. KAYE, Secretary.

(2642.) INANGAHUA GOLD-MINERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 16th day of November, 1912, between the Inangahua Miners' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Progress Mines of New Zealand (Limited), the Consolidated Goldfields of New Zealand (Limited), the Blackwater Mines (Limited), the Keep-it-Dark Mines (Limited), and the New Big River Gold-mining Company (Limited), (hereinafter called "the employers"), of the other part:

Whereas there is now subsisting between the parties hereto an industrial agreement bearing date the 1st day of July, 1910: And whereas it has been agreed by the parties hereto that the provisions of the said agreement bearing date the 1st day of July, 1910, shall be varied and extended as hereinafter provided:

Now this agreement witnesseth and it is hereby agreed by and between the union and the members thereof and the employers and each and every of them as follows:—

1. That the terms, conditions, agreements, and provisions set out in this agreement shall be binding upon the union and every member thereof and upon the employers and each and every of them.

2. That the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this agreement required to be done, observed, and performed, and shall not do anything in contravention of this agreement, or take any steps or proceedings with the intention to defeat any of the provisions of this agreement, but shall in all respects abide by and perform the same.

3. *Hammer Drills.*—In all cases where Waugh or Butterfly drilling-machines are in operation the mining operations shall be performed by men working in pairs.

4. *Contract Work.*—The employer shall have the right to require stoping and all other descriptions of mining operations to be done by contract, subject to such general conditions as have been drawn up and agreed upon by the representatives of the parties appointed for that purpose.

5. *Payment of Wages, &c.*—The union shall not require the employers to pay for work done, whether on contract or wages, oftener than bi-monthly. In all cases where such payments are being made bi-monthly all wages earned or progress-payments due under contract up to the 15th day of each calendar month shall be paid not later than the 19th day of such month, and all wages earned or progress-payments due under contract up to the last day of the month shall be paid not later than the 4th day of the following month: Provided always that this clause shall be without prejudice to the rights of the employers to agree with the union in the case of wages and the contractors in cases of contract work that the payments for work done shall be made less frequently than bi-monthly.

6. The employers agree that there shall be no victimization of members of the union for having taken part in the recent labour dispute, and that all men who were in the employ of the employers in the month of May last shall as far as practicable be reinstated in their former positions if they apply for work within fourteen days from the date hereof.

7. *Preference to Unionists.*—In the event of any employer who is a party to this agreement hereafter engaging any worker who shall not be a member of the union, and who on the first pay-day after his engagement shall not become and remain a member of the union, then and in such case the employer shall, if requested to do so by the union, dismiss such worker from his service, provided that there is then a member of the union who is equally qualified to perform the particular work required to be done and ready and willing to undertake the same: Provided always that this clause shall not interfere with engagements now subsisting

between any employer and non-unionist, but that such employer may continue to employ any miner or other person now actually employed by such employer as heretofore, although such miner or other person may not be a member of the union, and although such miner or other person may from want of work in the mine or otherwise be from time to time temporarily not actually employed in the mine: Provided further that this preference clause shall operate only if and so long as the union shall permit workers employed or to be employed on any mine to become and remain members of the union, without ballot or other election, upon payment of an entrance fee of 5s. and a subscription of not more than 6d. per week.

8. The said agreement, bearing date the 1st day of July, 1910, shall hereafter be read and construed as if clause 13 thereof had been deleted, and in all other respect subject to any modification, extension, or variation herein contained, and subject to any such modification, extension, or variation the same is hereby ratified and confirmed.

9. *Duration.*—It is hereby also declared and agreed that this agreement shall take effect from the 1st day of December, 1912, and shall continue in force for a period of twelve calendar months thereafter.

In witness whereof these presents have been executed this 16th day of November, 1912.

G. R. CROWLEY, President.
[SEAL.] M. FAGAN, Secretary.
A. J. CHETTLE, Trustee.

The common seal of the Inangahua Miners' Industrial Union of Workers was hereto affixed by order of the union and signed by George Robert Crowley, president, Mark Fagan, secretary, and Arthur James Chettle, trustee, in the presence of—H. P. Lawry.

[SEAL.] THE BLACKWATER MINES (LIMITED),
By its Attorney, A. WINTER EVANS.

Signed in the name and on behalf of the Blackwater Mines (Limited) by its attorney, Alfred Winter Evans, in the presence of—H. P. Lawry.

[SEAL.] THE PROGRESS MINES OF NEW ZEALAND (LIMITED),
By its Attorney, A. WINTER EVANS.

Signed in the name and on behalf of the Progress Mines of New Zealand (Limited) by its attorney, Alfred Winter Evans, in the presence of—H. P. Lawry.

[SEAL.] THE CONSOLIDATED GOLDFIELDS OF NEW ZEALAND (LIMITED),
By its Attorney, A. WINTER EVANS.

Signed in the name and on behalf of the Consolidated Goldfields of New Zealand (Limited) by its attorney, Alfred Winter Evans, in the presence of—H. P. Lawry.

[SEAL.] JAS. WILLS, JAMES STEVENSON, } Directors.

The common seal of the Keep-it-Dark Mines (Limited) was hereto affixed by order of the Board of Directors, this 16th day of November, 1912, in the presence of—H. P. Lawry.

[SEAL.] HENRY S. CASTLE, JAMES STEVENSON, } Directors.

The common seal of the New Big River Gold-mining Company (Limited) was hereto affixed by order of the Board of Directors, this 16th day of November, 1912, in the presence of—H. P. Lawry.

WELLINGTON INDUSTRIAL DISTRICT.

(2643.) HAWKE'S BAY FISHERMEN.—AGREEMENT WITH MESSRS. BERESFORD, ROBERTS, AND STONE (*RE* STEAM TRAWLER "RESULT").

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, and an award of the Arbitration Court dated 14th September, 1911, this 9th day of November, 1912, between Edward John Beresford, Napier; William Charles Roberts, Napier; and Frederick George Stone, Port Ahuriri (hereinafter termed "the employers"), and the Hawke's Bay Fishermen's Industrial Union of Workers (hereinafter termed "the union"), whereby it is mutually agreed by and between the employer and the union as follows:—

1. *Application of Agreement.*—It is agreed between the abovementioned parties that the following rates, methods of payments, and conditions of work shall apply to men employed on the steam trawler "Result."

2. *Wages and Commission.*—Captain, £1 12s. 6d., and 8¾ per cent. commission, per week; engineer, £1 12s. 6d., and 8¾ per cent. commission, per week; deck hand, £1, and 8¾ per cent. commission, per week; boy, £1 10s., and 2½ per cent. commission, per week.

3. *Hours of Work.*—The hours of work shall be regulated by the employer, but that the trawler shall return to port by 4 p.m. on Saturday in each week.

4. *Payment for Night-work.*—In the event of any of the crew being ordered to proceed to sea for the night, extra payment shall be made to the men for this particular work at the following rates: Captain, 8s. 4d. per night; engineer, 8s. 4d. per night; deck hand, 8s. 4d. per night; boy, 5s. per night.

5. *Payment for Slip-work.*—When trawler is laid upon slip for repairs, &c., the following extra rates shall be paid while work of this nature is being carried out: Captain £1, engineer £1, deck hand £1 10s., boy 10s., per week.

6. *Basis of Commission.*—The basis of commission shall be taken on the gross catch.

7. *Shrinkage.*—A shrinkage shall be deducted from flat fish only at the rate of 8 per cent.

8. *Weights of Bundles.*—The weights of bundles of fish shall be—Flat fish, 4 lb. per bundle; round fish, 9 lb. per bundle; gurnet, 10 lb. per bundle.

9. *Rates per Bundle.*—The rates for calculating the amount of commission payable to the crew shall be—Round fish, 7d. per bundle; flat fish, 9d. per bundle.

10. *Payment of Wages.*—Wages shall be paid weekly on each Saturday, and between the hours of 4 o'clock and 5 o'clock in the afternoon.

11. *Statement of Wages.*—Statements showing the amounts due to each man and the quantities of the catch shall be given to the captain in charge of the trawler when wages are being paid, for the benefit of the crew.

12. *Repairs to Net.*—Ordinary repairs to trawling-net shall be undertaken and performed by the crew.

13. *General Provisions.*—The employment of a worker may terminate on either side by giving twenty-four hours' notice.

14. *Classification.*—The steam trawler "Result" shall be classed as a third-class trawler, and shall carry a crew of not less than four hands. (In this clause the word "crew" shall include the captain and engineer.)

15. *Holidays.*—The following shall be the holidays: New Year's Day, Good Friday, Christmas Day, Easter Monday, Boxing Day, Sovereign's Birthday, Labour Day, second day of the Hawke's Bay Agricultural October Show, and Sundays. All work done on Good Friday, Christmas Day, and Sundays to be paid at the following rates: Captain and engineer, 2s. 6d. per hour each; deck hand, 2s. per hour; boy, 1s. 6d. per hour. All other holidays: Captain and engineer, 1s. 9d. per hour each; deck hand, 1s. 6d. per hour; boy, 1s. per hour. In addition or extra to clause 2 hereof.

16. *Preference.*—If and so long as the rules of the union permit any person of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, employers in the engagement of crews shall employ members of the union in preference to non-members, provided there are members available equally

competent with non-members to perform the particular work required to be done, and ready and willing to undertake it.

17. *Engagement of Crews.* — The employers when engaging crews or portion thereof shall make application to the secretary of the union for any unionist available.

18. *No Discrimination.* — Employers shall not discriminate against members of the union, and shall not in the engagement or dismissal of workers or in the conduct of their business do anything to injure the union, either directly or indirectly.

19. *Workers' Compensation for Accidents Act, 1908–1911, and its Amendments.*—The employers undertake that, in future, policies of insurance under this heading shall have a clause inserted that will cover risk incurred by employees working under this agreement.

20. *Term of Agreement.*—This agreement shall come into operation on the 9th day of November, 1912, and shall continue to the 9th day of May, 1913, inclusive.

Dated at Port Ahuriri, Napier, this 9th day of November, 1912.

Signed by—FREDERICK GEORGE STONE,
Employer, Port Ahuriri,
in presence of witness—
Wm. Glendinning, Port Ahuriri.

Signed by—E. J. BERESFORD,
Employer, Napier,
in presence of witness—
W. J. McLeod.

Signed by—W. C. ROBERTS,
Employer, Napier,
in presence of witness—
D. Gerrard, Napier.

The seal of the Hawke's Bay Fishermen's Industrial Union of Workers was hereunto affixed by order of the union, and the signatures of—

[SEAL.]
PHILIP HENRY JENKINS, President,
DENNIS MCCARTHY, JUN., Secretary,

were hereunto subscribed in the presence of—Henry Thomas Johnstone, Waterside Worker, Port Ahuriri.

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NEW ZEALAND.

DEPARTMENT OF LABOUR.

AWARDS, AGREEMENTS, AND DECISIONS

UNDER THE

INDUSTRIAL CONCILIATION AND ARBITRATION ACT.

ISSUED UNDER THE DIRECTION OF THE

HON. W. F. MASSEY, MINISTER OF LABOUR.

WELLINGTON, N.Z.
BY AUTHORITY: JOHN MACKAY, GOVERNMENT PRINTER
—
1912.

INDEX.

Northern (Auckland) Industrial District.

AGREEMENT— PAGE
Gold-miners (Thames) .. 686

AWARDS—
Drivers (Auckland) .. 706
Grocers' Assistants and Drivers (Auckland) .. 673
Plasterers (whole district except Gisborne) .. 697
Tallymen (Auckland and Onehunga) .. 682
Typographers .. 721

Taranaki Industrial District.

AWARD—
Typographers .. 721

Wellington Industrial District.

AWARDS—
Bakers and Pastrycooks .. 757
Drivers (whole district except Hastings, Napier, and Wanganui) .. 739
Typographers .. 721

Marlborough Industrial District.

AWARD—
Typographers .. 721

Nelson Industrial District.

AWARD—
Typographers .. 721

Westland Industrial District.

AWARD—
Typographers .. 721

Canterbury Industrial District.

AWARD—
Typographers .. 721

Otago and Southland Industrial District.

AWARD—
Typographers .. 721

(2619.) AUCKLAND GROCERS' ASSISTANTS AND DRIVERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Grocers' Industrial Union of Employers and the Auckland Grocers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (who, with the above-named industrial union of employers, are hereinafter called "the employers"):—

Angus, R., Dominion Road.
Adams, —, Manukau Road, Parnell.
Ah Chee and Co., Queen Street.
Allen, E. H., Wellesley Street West.
Andrews, J., Ponsonby Road.
Beaver, J., Onehunga.
Belk, J. D., Great North Road.
Bishop, C., Franklin Road.
Boon, E. C., Epsom.
Bradley, M., Onehunga.
Bryan, Mrs. A., Richmond.
Butler, John, Kingsland.
Brown, J. U., Victoria Avenue, Eden Terrace.
Bush, F., Lichfield Street, Parnell.
Bevins, T., Morningside.
Campbell, H., Victoria Street.
Carson, R., Nelson Street.
Colgan, W., Upper Queen Street.
Coupland, J., Dominion Road.
Currie, S. D., Dominion Road.
Cummings, Mrs., Great North Road.
Cornes, J. E., Wellington Street.
Chatterton, S., Ellerslie.
Cotterill, T., Penrose.
Carruthers, R., Newton Road.
Chase, Mrs. W., Lower Queen Street, Onehunga.
Clark, T. E. (Limited), Hobsonville.
Dawes, Thomas, Mount Eden Road.
Davies, E. M., East Street, Newton.
Donald, Mrs., Edendale.
Donovan, R., Onehunga.
Dance and Son, Leslie Avenue, Kingsland.
Donald, R., Richmond.
Eaton Bros., Karangahape Road.
Edgar, J. J., Franklin Road
Fahey, J., Pitt Street.
Farrell, J., Onehunga.
Fordyce, T., Parnell.

Furey, Mrs. A., Wellington Street.
Fielder, W. J., Newton Road.
Gadd, H., Point Chevalier.
Gibbons, H. P., and Co., Hobson Street.
Grant, Mrs., Jervois Road.
Gibson, Mrs., Greenwood Street, Eden Terrace.
Grainger, Miss, Eden Terrace.
Hall, John, Otahuhu.
Hall, W. H., Takapuna.
Halloran, —, Cook Street.
Harrington, P., Hobson Street.
Hayes, Mrs., Karangahape Road.
Heaney, Mrs., Jervois Road.
Hedley, D., Mount Eden Road.
Hibbert, F. E., Glenmore.
Higgins, E., Wellesley Street.
Hutchinson, R., Richmond.
Hoad, —, Green Lane.
Hogan, Mrs. M., Arch Hill.
Hart, B., Remuera.
Hall, H. F., Kingsland.
Johnson, Mrs., Lower Queen Street, Onehunga.
Jackson, —, Ellerslie.
Kane, Mrs. E., Hobson Street.
Laidlaw, Leeds, and Co., Fort Street.
Laing, Mrs., Ellerslie.
Lambie, H. H., Oliphant Street.
Lester, G. H., Green Lane.
Linton, Mrs. S., Victoria Avenue, Eden Terrace.
Little, Arthur, Church Street, Devonport.
Law, W., Birkenhead.
Langford, A. C., Wakefield Street.
McKinney, J., Victoria Avenue, Eden Terrace.
McLean, —, St. Helier's Bay.
McClymont, M., Chapel Street.
May, Joseph, Ponsonby Road.
Matzen, Mrs., Ireland Street.
Murphy, W. E., Newton Road.
Mayer, L., Valley Road.
Moody, S., Karangahape Road.
Morton Bros., Onehunga.
Moyes, G., Mount Albert.
Murray, A. E., Richmond Road.
McKinley, J., Brown Street.
Nixon, G., Norfolk Street.
O'Hare, E., Victoria Street.
Oleson, P. D., Epsom.
Ormrod, W., Northcote.

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Permanent Artillery Canteen, North Head.
Potter, F. J., Great North Road.
Philips, T. J., Rose Road, Grey Lynn.
Pearson, J., Union Street.
Pulman, A., King Edward Parade, Devonport.
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Reid, R. T., View Road, Mount Eden.
Reid, Mrs., Union Street.
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Routley, A. J., Waikumete. .
Ruddle, Mrs., Napier Street.
Robertson, —, Avondale.
Roscoe Bros., Devonport.
Rippon, Mrs. M. E., Franklin Road.
Reid, H. B., Mangere.
Reid, D., Otahuhu.
Retter, A., Great North Road.
Plant, W. H., Onehunga.
Simpson, M. A., Hackett Street.
Sheriff, J., Takapuna.
Smith, James, Parnell.
Hobson, Mrs. E., King Street, Newmarket.
Smith, Mrs. E., John Street.
Smith, H., Richmond Road.
Smith Bros., Mount Eden Road.
Smith, W. R., Ellerslie.
Smyth, J., Queen Street.
Stewart, R., England Street.
Stokoe, Mrs., Lichfield Street, Parnell.
Street, M., Three Kings Store, Mount Roskill.
Simpson, W. L., England Street.
Thompson Bros., Khyber Pass.
Trapane, S., Edendale.
Turner, David, May's Road, Onehunga.
Varley, W., Ponsonby Road.
Walker, J., Dominion Road.
Walker, Stewart, Upper Pitt Street.
Wallace, Gavin, Otahuhu.
Wallace, T., Onehunga.
Warden, R., Papatoetoe.

Webber, Mrs., Vauxhall Road, Devonport.
Wheeler, C. B., Great North Road.
Wheeler, W. J., corner Great South and Market Roads, Remuera.
Whitehead, F., Victoria Street.
Williamson, Mrs., Mount Eden Road.
Wilson, J., Upper Pitt Street.
Westlake, S., Carlton Gore Road.
Warden, T., Newton Road.
Wright, R., Brown Street.
Young, Mrs. J., Cobden Street.
Young, Mrs. S., Grey Street.

List of members of the Auckland Grocers' Industrial Union of Employers:—

Anderson, D., St. Mary's Road.
Andrews, A. J., Onehunga.
Avery, W. J., Dominion Road.
Bates, G. D., Calliope Road, Devonport.
Bailey, B. L., Glenmore, New North Road.
Bain, M. J., Ellerslie.
Bishop, T. C., Ponsonby Road.
Billington and Drummond, Victoria Street.
Bollard and Wood, Avondale.
Bridges and Cole, Grafton Road.
Bridgman, J. W., and Son, Dominion Road.
Burrage, H. G., Surrey Crescent.
Burton, H. V., corner Dominion Road.
Burton, J., Grafton Road.
Carroll, R., Northcote.
Collins, R., Upper Pitt Street.
Cooper, J. H., Dominion Road.
Coppins, A. J., Epsom.
Costello, C., Eden Terrace.
Cowie, A., Pitt Street.
Duder Bros., Devonport.
Edwards Bros., Karangahape Road.
Ellyett, A. J., Mount Eden Road.
Gallaugher, R. W., Victoria Street.
Gardiner, J., Great South Road, Remuera.
Gentles, T. A., Great North Road.
George Bros., Onehunga.
Goldie, D., Wellington Street.
Gregson, F., Mount Eden Road.
Hamblin, W. H., Newmarket.
Haynes, J., Birkenhead.
Henderson, J., and Co., Melrose, Devonport.
Hicks, W. J., Parnell.
Holloway and Co., Herne Bay.

Hooker, W., Symonds Street.
Hubber, J. H., Eden Terrace.
Hunter, Joseph, Richmond.
Hutchinson, W. G., Karangahape Road.
Hutchinson Bros., Customs Street.
Irwin, James, Napier Street.
Jenkins, C. T., Victoria Street.
Johns, L., Brighton Road, Parnell.
Johnston and Johnston, Devonport.
Jones, E. F., Epsom.
Keys, J. L., Remuera.
Letts, R. M., Mount Eden Road.
Lockie and Risk, Queen Street
Mansell, F. J., Eden Terrace.
Marriott and Co., Parnell.
Maxwell, W., Jervois Road.
May Bros., Jervois Road.
Mayn Bros., Wellington Street.
Mearns and Co., Great North Road.
Merson, H. A., Vincent Street.
Miller, W., Calliope Road, Devonport.
Moody, H. G., Onehunga.
Morton and Ainsworth, Ponsonby Road.
Munro and Hodkinson, Grey Lynn.
McMath, W., Jervois Road.
McNab, T. D., Symonds Street.
McQuillan, C. A., Kingsland Road.
Nairn, J. R., Parnell.
O'Gara, H. A., Napier Street.
Osborne, C. A., Onehunga.
Orr, J. W., Great North Road.
Otter, W. W., Newmarket.
Page, A. W., Kingsland.
Peet Bros., Karangahape Road.
Peters, R. and G., Parnell.
Preston, F., Upper Pitt Street.
Preston, James, Dominion Road.
Preston, John, Nelson Street.
Preston, W., Alexandra Street.
Price, T. E., Jervois Road.
Powell, F., Dominion Road.
Rew, R. (Limited), Queen Street.
Robins, J., Onehunga.
Robinson, R. C., Ponsonby Road.
Rolfe, J., Victoria Street.
Seward and Co., Devonport.
Roberts, S., Birkenhead.
Roberts and Cliffe, Gladstone Road, Parnell.

Sharples, J. C., Beresford Street.
Silver, W. C., Ponsonby Road.
Skinner, R., King Street, Arch Hill.
Skuse, J. E., Mount Eden Road.
Smeeton, H. M., Queen Street.
Smeeton, S. W., Dominion Road.
Smethurst, S., Newmarket.
Southernwood, A. J., Newton Road.
Taylor Bros., Panmure.
Thode Bros., Mount Albert.
Tyne Bros., Ponsonby Road.
Urquhart, N., College Road.
Watts Bros., Onehunga.
Ward, J. H., Onehunga.
Wheeler Bros., Karangahape Road.
White, J. M., Great North Road.
Whitmore, H. C., Campbell Road, Grey Lynn.
Winn, W., Khyber Pass.
Wood, H., Mount Eden Road.
Wood, T., Great North Road.
White, J. A., Newmarket.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 28th day of October, 1912, and shall continue in force until the 1st day of July, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 12th day of October, 1912.

W. A. SIM, Judge.

SCHEDULE.

Rates of Wages.

1. (*a.*) The minimum rate of wages which shall be paid to grocers' assistants shall be as follows: From fifteen to sixteen years of age, 10s. per week; from sixteen to seventeen years of age, 15s. per week; from seventeen to eighteen years of age, £1 per week; from eighteen to nineteen years of age, £1 5s. per week; from nineteen to twenty years of age, £1 15s. per week; from twenty to twenty-one years of age, £2 per week; from twenty-one to twenty-two years of age, £2 5s. per week; from twenty-two years and upwards, £2 10s. per week.

(*b.*) The minimum rate of wages which shall be paid to drivers of the age of twenty-two years and upwards shall be £2 10s. per week.

(*c.*) Drivers under the age of twenty-two years shall be paid according to the scale above prescribed for assistants under the age of twenty-two years. No youth under the age of sixteen years shall be employed in driving.

(*d.*) An assistant may act as a driver, or a driver as an assistant.

(*e.*) The employment shall be a weekly employment, and no deduction shall be made from the week's wages for public holidays. Time lost by a worker through his illness or default may be deducted from his wages.

Holidays.

2. (*a.*) The following shall be the recognized holidays: New Year's Day, the day following such day, Anniversary Day, Good Friday, Easter Monday, Labour Day, King's Birthday, Christmas Day, Boxing Day.

(*b.*) If any day shall be generally observed as a holiday in lieu of the above-mentioned holidays, such day for the purposes of this award shall be substituted for the specified holiday.

Casual Workers.

3. Notwithstanding anything herein contained, casual workers may be employed from day to day, provided they are paid not less than 1s. 3d. per hour.

Under-rate Workers.

4. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker, after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person may think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

5. (*a.*) If and so long as the rules of the union shall permit any person of good character and sober habits now employed in the trade in this district, and any person who is of good character and sober habits, and who is a competent worker at the trade, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or election; and, further, that the union shall keep at the Trades Hall, Auckland, an employment-book, wherein shall be entered from time to time the names and addresses of all members of the union who are for the time being out of employment, together with a statement of the branch of the trade in which each such member is proficient, and the names and addresses of each employer for whom such member has worked during the twelve months immediately preceding the determination of his last employment, then and in such case employers shall employ members of the union in preference to non-members: Provided that any mem-

ber whose name is on the employment-book and who is equally competent with non-members to perform the particular work required to be done shall be ready and willing to accept the employment offered within twenty-four hours after notification has been given to the union by the employer that he requires such worker. The executive of the union shall use their best endeavours to verify the entries therein set forth, and shall be liable as for a breach of this award if any entry therein is wilfully false to the knowledge of any officer of the union. Such book shall be open without charge to the inspection of any employer between the hours of 9 a.m. and 5 p.m. on each day of the week except Saturday, and on that day between the hours of 9 a.m. and noon.

(*b*.) Nothing in this clause contained shall apply to any youth under the age of eighteen years, or to any Chinaman or the workers to be employed by him.

(*c*.) This clause shall not operate if and so long as the rules of the union provide that any member desiring to resign from the union shall be obliged to pay any fee or penalty of any kind.

6. Employers shall not, in the employment or dismissal of their hands, discriminate against members of the union, nor in the conduct of their business do anything for the purpose of injuring the union directly or indirectly.

7. When members of the union and non-members are employed together they shall work together in harmony, and shall receive equal pay for equal work.

Clerks, &c.

8. Nothing in this award contained shall apply to clerks, cash-boys, or other persons engaged in the office-work of the employer, and not engaged in the work of the shop, or to females employed solely in confectionery departments.

Application of Award.

9. The term " assistants " where used in this award shall include shop-assistants, storemen, assistants part of whose employment is carting, and assistants part of whose work is canvassing for orders; and in shops where there is a separate " provision " side to the shop shall include assistants on that side, even though such assistants may be exclusively employed on that side.

Limitation of Award.

10. This award shall apply only within a radius of twenty miles from the General Post-office, Auckland.

Term of Award.

11. This award shall come into force on the 28th day of October, 1912, and shall continue in force until the 1st day of July, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 12th day of October, 1912.

W. A. Sim, Judge.

MEMORANDUM.

This award is the same as that made recently in Wellington (Book of Awards, Vol. xiii, p. 392), and involves an increase in the wages of assistants and drivers.

Hours of work, overtime, and payment of wages are regulated by the Shops and Offices Act, and have not been dealt with in the award.

Provision has been made for the employment of casual workers. Employers complained that the Shops and Offices Act of 1910 had interfered seriously with the conduct of their businesses. There are occasions when work has to be done which cannot be done during the ordinary working-hours. This formerly was done by assistants, who were paid overtime in accordance with the award. Under the Shops and Offices Act, 1908, as amended by the Act of 1910, overtime can be worked only with the previous written consent of an Inspector of Factories, and then only for the puposes of stocktaking or other special work not being the actual sale of goods. The employers allege that the Labour Department, in administering this provision, has taken a narrow view of what constitutes "special work," and has made it practically impossible to work overtime except for the purposes of stocktaking. The provision now put in the award will enable casual labour to be employed to do any work of the kind referred to.

W. A. SIM, Judge.

(2620.) AUCKLAND AND ONEHUNGA TALLYMEN.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Tallymen's Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Auckland Farmers' Freezing Company (Limited) Railway Wharf, Auckland.
Auckland Gas Company, Wyndham Street, Auckland.
Andrews, A. L., and Co., Fort Street, Auckland.
Auckland Harbour Board, Auckland.
Blackball Coal Company, Auckland.
Bews, G. W., Fort Street, Auckland.
Bennett, J., Fort Street, Auckland.
Bond and Bell, Customs Street East, Auckland.
Baillie, T. R., Little Queen Street, Auckland.
Craig, J. J., Queen Street, Auckland.
Colonial Sugar Company (Limited), Quay Street, Auckland.
Donald and Edenborough, Queen Street, Auckland.
Ford Line, Queen Street, Auckland.

Ford Shipping Line, Queen Street, Auckland.
Huddart-Parker Company (Limited), Customs Street, Auckland.
Heather Roberton, Customs Street West, Auckland.
Henderson and McFarlane, Shortland Street, Auckland.
Kronfeld and Co., Customs Street, Auckland.
Langguth and Co., Customs Street, Auckland.
Leonard and Dingley, Queen Street, Auckland.
Millar's West Australian Hardwood Company, King's Drive, Auckland.
New Zealand Express Company (Limited), Fort Street, Auckland.
New Zealand Shipping Company (Limited), Quay Street, Auckland.
Northern Steamship Company (Limited), Quay Street, Auckland.
Nathan, L. D., and Co. (Limited), Shortland Street, Auckland.
Nathan, A. H., Customs Street East, Auckland.
Nearing and Co., Queen Street Wharf, Auckland.
Porter, E., and Co., Queen Street, Auckland.
Paterson, A. S., Customs Street East, Auckland.
Russell and Somers, Customs Street West, Auckland.
Richardson Line, Commerce Street, Auckland.
Shaw, Savill, and Albion Company (Limited), Shortland Street, Auckland.
Sinel, T. E., Queen Street Wharf, Auckland.
Smith, J., and Co., Queen Street, Auckland.
Union Steamship Company (Limited), Queen Street, Auckland.
Vacuum Oil Company (Limited), Freeman's Bay, Auckland.
Wilson Cement Company, Shortland Street, Auckland.
Winstone Limited, Customs Street, Auckland.
Westport Coal Company, Queen Street, Auckland.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 28th day of October, 1912, and shall continue in force until the 24th day of April, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 15th day of October, 1912.

W. A. Sim, Judge.

SCHEDULE

Hours of Work.

1. The ordinary hours of work shall be from 8 a.m. to 5 p.m. on the first five working-days of each week, exclusive of one hour between noon and 1 p.m. on each of such days for meals. On Saturdays the ordinary working-hours shall be from 8 a.m. to 12 noon. All other time worked shall be classed as overtime.

Place of Engagement.

2. Tallymen shall be engaged at some place or places of engagement which shall be decided upon by the Conciliation Commissioner for the district after hearing representatives of the union and the employers on the subject.

Period of Employment.

3. No tallyman shall be paid for a less period than three hours in any one day, and if he is ordered down to work after 6 p.m. he shall be paid for a period of not less than two hours.

Wages.

4. The following shall be the minimum rates for tallymen: From 8 a.m. to 5 p.m., 1s. 6d. per hour; from 5 p.m. to 10 p.m., 2s. 2d. per hour; and from 10 p.m. to 8 a.m. on the following morning, 2s. 3d. per hour. Wages shall be paid at not longer period than one week.

Work in Streams.

5. Tallymen who are engaged to work anywhere within the limits of the Auckland or Onehunga Harbours respectively shall be paid for the time from leaving the place of engagement at Auckland or Onehunga until their return to the wharf at which they were engaged (exclusive of meal-hours). Tallymen so engaged shall return by first opportunity.

Holidays.

6. All work done on Sunday, Christmas Day, or Good Friday shall be paid for at the rate of double overtime; and work done on New Year's Day, Easter Monday, Labour Day, Boxing Day, Anniversary Day, birthday of reigning Sovereign, and Prince of Wales's Birthday shall be paid for at ordinary overtime rates between the hours of 8 a.m. and 5 p.m., and all work done from 5 p.m. till midnight on such holidays shall be paid for at the rate of double ordinary time.

Preference.

7. If and so long as the rules of the union shall permit any person of good character and sober habits employed as a tallyman to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions not exceeding 6d. per week, upon a written application, without ballot or other election, then and in such case employers shall employ members of the union in preference to non-members, provided that there are at the place of engagement under this award members of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake such work.

Application of Award.

8. This award shall apply only to casual labour employed from day to day or from hour to hour, and shall not apply to weekly or permanent employees where such men are employed for longer periods than one week.

Scope of Award.

9. This award shall apply only to the ports and harbours of Auckland and Onehunga respectively.

Term of Award.

10. This award shall come into force on the 28th day of October, 1912, and shall continue in force until the 24th day of April, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 15th day of October, 1912.

W. A. Sim, Judge.

MEMORANDUM.

This award is based on the recommendation of the Council of Conciliation, which did not cover all the matters in dispute. The matters as to which the Council could not agree to make any recommendation were (1) wages, (2) preference, (3) the exclusion of permanent hands. These matters have been settled by the Court.

The wages fixed are those proposed by the employers, except that the rate for day-work has been made 1s. 6d. instead of 1s. 5d.

Preference has been granted in a form that will not cause any inconvenience to employers. Before a member of the union is entitled to preference he must be equally qualified with the non-member for the particular work required to be done, and he must be waiting for engagement at the place of engagement fixed under the award.

Permanent employees have been excluded from the operation of the award.

W. A. SIM, Judge.

(2621.) THAMES DISTRICT GOLD-MINERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 14th day of September, 1912, between the Thames Miners' Industrial Union of Workers, an industrial union duly registered under the said Act (hereinafter called "the union"), of the one part, and the several mining companies, mine-owners, and other persons and companies whose names are set out and enumerated in the schedule hereto, all being employers within the meaning of the said Act, and engaged in carrying on gold-mining operations within the Hauraki Mining District (hereinafter called "the employers"), of the other part, witnesseth that the parties hereto hereby agree as follows, that is to say:—

Hours of Labour.

1. Except as hereinafter expressly provided, the week's work shall consist of the number of hours following, that is to say,—

(*a.*) For men in batteries and tailings plants, forty-eight hours, inclusive of crib-time.

(*b.*) For surface labourers, forty-eight hours, exclusive of crib-time.

(*c.*) For all other workmen, forty-six hours on day shift and afternoon shift, and forty-seven hours on night shift, inclusive of crib-time.

In batteries and tailings plants eight hours, inclusive of crib-time, shall constitute a shift, and work shall commence at midnight on Sunday and cease at midnight on Saturday.

Except as is hereinbefore provided in regard to batteries and tailings plants, work shall in all cases commence at 1 a.m. on Monday and cease at 8 p.m. on Saturday.

All time worked over and above the number of hours specified in the preceding paragraphs of this clause, and which is not rendered necessary by reason of breakage or other special emergency involving danger to life or damage to property, shall be paid for as follows, that is to say,—

For the first two hours per day, at the rate of time and a quarter;

For all time in excess of two hours per day, at the rate of time and a half.

Engine-drivers when working engines running only one shift per day shall be paid additional wages for one hour per shift at ordinary rates, as payment for extra time worked in getting up steam.

Wet, Hot, or Gassy Workings.

2. Men working in wet shafts and other wet workings, or hot or gassy places, shall be paid shift-wages for six-hour shifts.

3. Any dispute as to whether a particular working is a wet, hot, or gassy working shall be settled by the mine-manager of the particular mine and the workmen's inspector for the district in which the mine is situated. If they shall not agree, then the Mining Inspector for the mining district shall settle such dispute. The "Mining Inspector" shall include any deputy or Assistant Mining Inspector for the district.

Bracemen and Chambermen.

4. No person under the age of eighteen years shall be employed in the mine as braceman or chamberman.

Youths.

5. No boy under the age of sixteen years shall be employed underground or in a battery or tailings plant, but otherwise there shall be no limit to the number of youths who may be employed in or about a mine.

Wages for Youths.

6. For youths from sixteen to seventeen years, 4s. 6d. per day; for youths from seventeen to eighteen years, 5s. 6d. per day; for youths from eighteen to nineteen years, 6s. 6d. per day; for youths from nineteen to twenty years, 7s. 6d. per day. For boys under the age of sixteen years employed on the surface—of the age of fourteen to fifteen, 18s. per week; of the age of fifteen to sixteen, £1 3s. per week. Over twenty years of age, the minimum wages hereinafter provided for workmen.

7. The rate of wages set forth in the last clause for youths from sixteen to twenty years of age may be altered or varied by agreement between the employers and the president of the union.

Payment of Wages.

8. Section 3 of the Wages Protection and Contractors' Liens Act, 1908, having prescribed that "In the absence of an agree-

ment in writing to the contrary the entire amount of wages earned by or payable to any worker engaged or employed in manual labour shall be paid to such worker at intervals of not more than one week,'' it is hereby agreed that no agreement in writing shall be made between the employers and their workmen whereby the payment of wages shall be made at intervals of more than two weeks.

Contracts.

9. In all cases in which work is let by contract, written specifications and conditions shall be signed by the mine-manager and by the contractor or contractors. Such conditions shall contain a clause that monthly progress-payments will be made at the rate of 75 per cent. of the contract value of the work certified by the mine-manager to have been done by the contractor or contractors, and that the balance of the contract-moneys shall (in the event of the contractors producing to the mine-manager receipts signed by all the workmen employed on wages by the contractor or contractors on the contract, showing that all wages claims have been paid) be paid to the contractor or contractors on the pay-day next ensuing after the due completion of the contract. If the contractor or contractors shall not have paid to such wages-men all the wages due to them for work done upon the said contract, then if the said wages-men shall on the said pay-day attend with the contractor or contractors at the office of the employers where wages are usually paid the employers shall, if the work has been duly completed, and notwithstanding that the period of thirty-one days from the date of completion shall not have expired, pay to the said wages-men the wages due by the contractor or contractors to them, and shall pay to the contractor or contractors the balance (if any) of the moneys then remaining due to him or them. The conditions shall also contain a clause providing that in the event of the contract being suspended or cancelled by the employers without default on the part of the contractor or contractors, the employers shall pay to the contractor or contractors the amount then earned upon the contract, based on the contract price, and such further sum as compensation for the suspension or cancellation of the contract as may be agreed upon between the mine-manager and contractor or contractors, and, failing such agreement, as may be fixed by the Warden of the mining district, in proceedings to be instituted in the Warden's Court of the district for that purpose. No subletting of any contract for underground work, or any part thereof, shall be permitted without the consent in writing of the employer and the president of the union.

In all cases where the contractors perform the whole of the work themselves, and do not employ any wages-men or subcontractors, the employer shall from month to month retain percentage money for one month only, and at each settlement the percentage money retained at the previous settlement shall be paid to the contractors, and the employer shall then retain only the percentage money in respect of the progress-payments then being paid, and so on month by month.

Wages-men employed by Contractors.

10. A clause shall be inserted in every contract binding every contractor to pay to the wages-men employed on any such contract the minimum rate of wages prescribed by this agreement.

All contractors and contractors' employees shall work the full number of hours constituting a week's work under this agreement.

Tributers.

11. Wages-men employed by tributers shall be paid the minimum rate of wages prescribed by this agreement.

12. The preference clause hereinafter contained shall apply to wages-men employed by tributers.

Preference.

13. If and so long as the rules of the union shall permit any person now or hereafter to be employed in or about a mine or battery or tailings plant, and who is now or who may hereafter reside in this industrial district, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon the written application of the person so desiring to join the union, without ballot or other election, then in such case each of the employers shall, when employing men on wages, employ members of the union in preference to non-unionists, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it: Provided that this clause shall not interfere with engagements subsisting between any employer and non-unionist at the date of coming into force of this agreement, but such employer may continue to employ any miner or other person then actually employed by such employer as theretofore, although such miner or other person may, from want of work in such mine or otherwise, be from time to time not actually employed in such mine.

14. If the conditions of the last clause are not provided for by the rules of the union, then the employers may employ miners or other persons, whether members of the union or not; but no employer shall discriminate against members of the union, or shall, in the employment or dismissal of men, or in the conduct of the mine, do anything for the purpose of injuring the union, either directly or indirectly.

15. The union shall keep in some convenient place at Thames a book, to be called the "employment-book," wherein shall be entered the names and exact addresses of all the members of the union for the time being out of employment and desirous of ob-

taining employment, with a description of the branch of mining employment in which such person claims to be proficient, and the names, addresses, and occupations of every company or person by whom any such member of the union has been employed during the preceding nine calendar months. Immediately upon any such member of the union obtaining employment or ceasing to desire employment, a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify the entries contained in such book, and the union shall be answerable as for a breach of this agreement in case any entry therein shall be wilfully false to the knowledge of the executive of the union, or in case the executive of such union shall not have used reasonable endeavours to verify the same. Such book shall be open to each of the employers, and to the servants of each of them, at all hours between 9 a.m. and 5 p.m. on every working-day except Saturday, and on that day between 9 a.m. and noon.

If the union shall fail to keep the employment-book in manner provided by this clause, then and in such case and as long as such failure shall continue the employers, or any of them, may employ any person or persons, whether a member of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions.

Notice shall be given by the union to each employer in writing of the place where such employment-book is kept, and of any change in such place.

16. Persons to whom work is let on contract need not be members of the union, but the provisions hereinbefore contained as to employment of the unionists and non-unionists shall extend to and bind any contractor or contractors employing men on wages on their contract-work in as full and effective a manner as if such contractor or contractors were original parties to this dispute.

17. The said provisions as to preference shall not extend to the employment of boys and youths under the age of seventeen years.

Wages.

18. The following shall be the minimum rate of wages per day or per shift which shall be paid by employers respectively to the persons employed by such employers in the capacities undermentioned, that is to say,—

	s.	d.
Miners working at a depth of over 500 ft. below the surface where the air is gassy	11	0
Miners working in drives and stopes	9	3
Miners working in dry shafts	10	0
Miners working in wet shafts (six-hour shifts) ...	10	0
Miners working in rises and winzes	9	6
Timbermen	9	6
Chambermen	9	0
Bracemen	9	0

	s.	d.
Mullockers	9	0
Truckers	9	0
Surface labourers	8	6
Rock-drillers in shafts, winzes, and rises	10	6
Rock-drillers in drives and stopes	10	0
Pumpmen and pitmen	10	0
Blacksmiths	10	0
Firemen attending to three fires or less	9	0
Firemen attending to more than three fires up to five ...	9	6
Engine-drivers requiring first-class certificate and in charge of pumping or hoisting machinery ...	11	0
Winders	11	0
Engine-drivers, second-class certificate	10	0
Amalgamators	10	0
Stamper hands	9	0
Stone-breakers or crushermen	9	0
Feeders	8	0
Greasers	8	0
Cyanide-men	8	6
Sluicers	8	6

Shift-bosses and Foremen.

19. The provisions of this agreement shall not apply to shift-bosses or foremen.

Incompetent Workers.

20. Notwithstanding anything contained in this agreement, any worker not fully competent by reason of age or physical weakness may be employed at such a less wage as may in each case be agreed upon between the employer or employers and the president of the union.

Sunday Labour.

21. The provisions of sections 243 to 248, both inclusive, of the Mining Act, 1908, relating to Sunday labour, shall be strictly complied with, and a breach of any of the provisions of the said sections shall also be deemed to be a breach of this agreement.

Holidays.

22. The following shall, for the purposes of this agreement, and also for the purpose of section 248 of the Mining Act, 1908, or any enactment passed in substitution therefor, be the recognized holidays for all workmen, that is to say: (*a*) The period from Christmas Day to 3rd January, both inclusive, and (*b*) Miners' Union Day, being Labour Day as defined by any Act of Parliament for the time being relating thereto: provided, however, that all labour in necessary repairs and overhaul of machinery and plant performed between 25th December and 3rd January, both inclusive (excepting on Christmas Day, Boxing Day, and New Year's Day), shall be paid for at ordinary rates.

23. This agreement shall come into force on the 1st day of May, 1912, and shall remain in force until the 31st day of May, 1913, and shall cancel and put an end to all previous agreements in respect of any of the matters hereinbefore referred to.

In witness whereof these presents have been executed by or on behalf of the parties hereto.

Name of Employer.	Situation of Office.
Bonanza Gold-mining Company	Auckland.
Brenner's Freehold Gold-mining Company (Limited)...	Auckland.
Day Dawn and Norfolk Mines (Limited)	Thames.
Four-in-Hand Gold-mining Company (Limited) ...	Auckland.
Good Hope Gold-mining Company (Limited) ...	Auckland.
Golden Belt Gold-mining Company (Limited) ...	Auckland.
Golden Cross Gold-mining Company (Limited) ...	Auckland.
Handsworth United Gold-mining Company (Limited)...	Auckland.
Hauraki Reefs Gold-mining Company (Limited) ...	Auckland.
Karaka Mines (Limited)	Thames.
Komata Reefs Gold-mining Company (Limited) ...	Auckland.
Kuranui Caledonian (Limited)	Auckland.
Kapanga Gold-mining Company (Limited)	Auckland.
Kirikiri Consolidated Mines (Limited)	Auckland.
Kuranui Gold-mining Company (Limited)	Auckland.
May Queen Gold-mining Company (Limited) ...	Auckland.
Monowai Gold-mining Company (Limited)	Auckland.
Mountain King Gold-mining Company (Limited) ...	Auckland.
Mount Welcome Gold-mining Company (Limited) ...	Auckland.
New Comstock Gold-mining Company (Limited) ...	Auckland.
New Sylvia Gold-mining Company (Limited) ...	Auckland.
New Waitaia Gold-mining Company (Limited) ...	Auckland.
New Waitekauri Gold-mining Company (Limited) ...	Auckland.
Occidental Consolidated Gold-mining Company (No Liability)	Auckland.
Old Hauraki Gold-mines (Limited)...	Auckland.
Pride of Tokatea Gold-mining Company (Limited) ...	Auckland.
Royal Oak Gold-mining Company (Limited) ...	Auckland.
Saxon Gold-mining Company (Limited)	Auckland.
Scotia Gold-mining Company (Limited)	Auckland.
Thames Foreshore Dredging Company (Limited) ...	Auckland.
Tairua Mines (Limited)	Auckland.
Tairua Gem Gold-mining Company (Limited) ...	Auckland.
Tairua Golden Hills (Limited)	Auckland.
Tellurides Proprietary (Limited)	Auckland.
Thames Drainage Board	Auckland.
Thames Deep Levels Board	Auckland.
Union Hauraki Gold-mining Company (Limited) ...	Auckland.
Victoria Gold-mining Company (No Liability) ...	Auckland.
Waihi-Paeroa Gold-extraction Company (Limited) ...	Auckland.

Waiorongomai Mines (Limited)	Auckland.
Waiotahi Gold-mining Company (Limited)	Auckland.
Waitangi Consolidated Gold-mining Company (No Liability)	Auckland.
Watchman Gold-mining Company (Limited) ...	Auckland.
Zeehan Consolidated Gold-mining Company (Limited)	Auckland.

THAMES MINERS' INDUSTRIAL UNION OF WORKERS.
A. W. SAWYER, President.
W. H. LUCAS, Secretary.

Executed for and on behalf of the Thames Miners' Industrial Union of Workers by Alfred Wilkinson Sawyer, President, and William Henry Lucas, Secretary, of the said union, in the presence of—Henry S. Peters, Printer, Thames.

THE KARAKA MINES (LIMITED),
[SEAL.] By their Attorney,
GEO. A. DOUGALL.

Executed for and on behalf of the Karaka Mines (Limited) by George Arrindell Dougall, the Attorney of the said company appointed by virtue of power of attorney under the seal of the said company, in the presence of—Ernest N. Miller, Solicitor, Thames.

THE KURANUI-CALEDONIAN (LIMITED),
[SEAL.] By its Attorney,
A. DEVORE.

Executed for and on behalf of the Kuranui-Caledonian (Limited, by Albert Devore, the Attorney of the said company appointed by virtue of power of attorney under the seal of the said company, in the presence of—H. Gilfillan, Company Secretary, Auckland.

THE NEW DAY DAWN AND NORFOLK MINES (LIMITED),
[SEAL.] By its Attorney,
W. J. MCCORMICK.

Executed for and on behalf of the Day Dawn and Norfolk Mines (Limited) by William John McCormick, the Attorney of the said company appointed by virtue of power of attorney under the seal of the said company, in the presence of—Ernest N. Miller, Solicitor, Thames.

[SEAL.] THE MAY QUEEN GOLD-MINING COMPANY (LIMITED).

The common seal of the May Queen Gold-mining Company (Limited) was hereto affixed by our direction and in our preserce—

E. MITCHELSON, } Directors
J. R. GORRIE, }
J. W. NICHOL, Secretary.

[SEAL.] THE GOLDEN CROSS CONSOLIDATED (LIMITED).

The common seal of the Golden Cross Consolidated (Limited) was hereto affixed by our direction and in our presence—

THOS. J. EDWARDS, } Directors.
W. J. CARTER, }
J. B. SHEATH, Secretary.

[SEAL.] THE MONOWAI GOLD-MINING COMPANY (LIMITED).

The common seal of the Monowai Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

JAMES SMITH, } Directors.
J. R. GORRIE, }
J. B. SHEATH, Secretary.

[SEAL.] THE MOUNT WELCOME GOLD-MINING COMPANY (LIMITED).

The common seal of the Mount Welcome Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

WENZEL SCHOLLUM, } Directors.
DANIEL FLYNN, }
J. B. SHEATH, Secretary.

[SEAL.] THE MOANATAIARI GOLD-MINING COMPANY (LIMITED).

The common seal of the Moanataiari Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

E. MITCHELSON, } Directors.
J. R. GORRIE, }
J. W. NICHOL, Secretary.

[SEAL.] NEW SYLVIA GOLD-MINING COMPANY (LIMITED).

The common seal of the New Sylvia Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

P. N. KINGSWELL, } Directors.
WM. S. WHITLEY, }
L. STUBBS, Secretary.

[SEAL.] OCCIDENTAL CONSOLIDATED GOLD-MINING COMPANY (NO LIABILITY).

The common seal of the Occidental Consolidated Gold-mining Company (No Liability) was hereto affixed by our direction and in our presence—

WILLIAM T. F. WALKER, } Directors.
GERALD L. PEACOCKE, }
HENRY J. LEE, Secretary.

[SEAL.] OLD HAURAKI GOLD-MINES (LIMITED).

The common seal of the Old Hauraki Gold-mines (Limited) was hereto affixed by our direction and in our presence—

C. HUDSON, } Directors.
E. A. BROWN, }
H. GILFILLAN, Secretary.

[SEAL.] THE SILVERSTREAM MINES (LIMITED).

The common seal of the Silverstream Mines (Limited) was hereto affixed by our direction and in our presence—

L. A. LONGUET, } Directors.
ENOS BOND, }
J. B. SHEATH, Secretary.

[SEAL.] THE SAXON GOLD-MINING COMPANY (LIMITED).

The common seal of the Saxon Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

P. N. KINGSWELL, } Directors.
C. HUDSON, }
J. B. SHEATH, Secretary.

THE THAMES DEEP LEVELS MINING BOARD.

Executed for and on behalf of the Thames Deep Levels Mining Board by Edmund Harvey Taylor, Chairman, and Joseph Bernard Sheath, Secretary, of the said Board in the presence of—

EDMD. H. TAYLOR.
J. B. SHEATH.

[SEAL.] THE NEW MAGNET GOLD-MINING COMPANY (LIMITED).

The common seal of the New Magnet Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

THOMAS J. EDWARDS, } Directors.
JONATHAN W. COLEMAN, }
J. B. SHEATH, Secretary.

[SEAL.] THE TAIRUA MINES (LIMITED).

The common seal of the Tairua Mines (Limited) was hereto affixed by our direction and in our presence—

JOHN C. COLBECK, } Directors.
F. KNEEBONE, }
J. B. SHEATH, Secretary.

[SEAL.]

Union Hauraki Gold-mines (Limited).

The common seal of the Union Hauraki Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

Robt. C. Carr, } Directors.
Robt. T. Reynolds, }
Henry J. Lee, Secretary.

[SEAL.]

Bonanza Gold-mining Company (No Liability).

The common seal of the Bonanza Gold-mining Company (No Liability) was hereto affixed by our direction and in our presence—

Thomas H. Barclay, } Directors.
Josiah D. Webster, }
Henry J. Lee, Secretary.

[SEAL.]

Waihi-Paeroa Gold-extraction Company (Limited).

The common seal of the Waihi-Paeroa Gold Extraction Company (Limited) was hereto affixed by our direction and in our presence—

P. N. Kingswell, } Directors.
R. W. Duthie, }
H. S. Fairchild, Secretary.

[SEAL.]

Waiotahi Gold-mining Company (Limited).

The common seal of the Waiotahi Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

C. Hudson, } Directors.
Wm. C. W. McDowell, }
G. S. Kissling, Secretary.

[SEAL.]

Waitangi Consolidated Gold-mining Company (No Liability).

The common seal of the Waitangi Consolidated Gold-mining Company (No Liability) was hereto affixed by our direction and in our presence—

C. Hudson, } Directors.
Thomas H. Barclay, }
Henry J. Lee, Secretary.

[SEAL.]

The Watchman Gold-mining Company (Limited).

The common seal of the Watchman Gold-mining Company (Limited) was hereto affixed by our direction and in our presence—

W. N. Leatham, } Directors.
C. R. Chapman, }
J. W. Nichol, Secretary.

(2622.) NORTHERN DISTRICT (EXCEPT GISBORNE DISTRICT) PLASTERERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Operative Plasterers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Auckland Builders' and Contractors' Industrial Union of Employers.

Plasterers.

Auckland Fibrous Plaster Company, Wakefield Street.
Bater, L., Pine Lodge, Great North Road.
Batts, W., Vincent Street, Auckland.
Briscoe and Co. (Limited), tilers, Customs Street, Auckland.
Carrara Ceiling Company (Limited), Mechanic's Bay.
Collins and Allen, Point Chevalier, Auckland.
Clarke, W. S., Stuart Street, Mount Eden.
Foley, F. new Post-office, Auckland.
Houghey, E., 2 Beaconsfield Street, Grey Lynn, Auckland.
Joll Bros., Te Awamutu.
Kelly, W., and Sons, Bellwood, Mount Roskill.
Kelly, E. F., Wellington Street, Auckland.
Lorrigan, A., Esplanade Road, Mount Eden.
McBeath and Son, Hill Street, Newmarket.
Pardington, W., Lincoln Street, Auckland.
Polland and Murphy, Epsom and Mount Albert Roads, Auckland.
Page, W., New North Road, Kingsland.
Spooner and Ruddell, School Road, Morningside, Auckland.
Thompson, J. M., Remuera, Auckland.

Builders.

Baldock, M., Epsom, Auckland.
Bambury, J. W., Ramarama Road, Epsom.
Barr, R., Onehunga.
Bartley, C., Richmond Road, Auckland.
Beatty, J., Gladstone Road, Parnell.
Beecroft, J., Jervois Road, Ponsonby.
Bradley, S., Onehunga.
Brooks Bros., Cornwall Park Avenue, Auckland.
Brown, E. H., Cobden Street, Newton.
Campbell Ehrenfried Company (Limited), Auckland.
Chappell, S. E., Paice's Avenue, Auckland.
Copsey and Villiers, Avondale, Auckland.
Craig, J. J., Queen Street, Auckland.
Crellan, R., Lincoln Street, Ponsonby.
Dempsey, J., Newmarket, Auckland

Ellison, T. J., Manukau Road, Parnell.
Fallon, D., Auckland.
Farrell, J., and Son, Anglesea Street, Ponsonby.
Foster Bros., Grey Lynn, Auckland.
Frankham, C., Jervois Road, Ponsonby.
Franklin, J., Arch Hill, Auckland.
Freeman, H., John Street, Bellwood.
Farrow, O. E., Swanson Street, Auckland.
Gleeson, P., York Street, Parnell.
Gavin, W. H., Ellerslie, Auckland.
Groves, A., Mount Roskill, Auckland.
Hamon and Sons, Gladstone Street, Newton.
Hanson, A., Brixton Road, Parnell.
Hanson, H. C., Kingsland Road, Kingsland.
Harvey, S., Devonport, Auckland.
Hatcher, G., Glenmore, Auckland.
Hitchens, E. A., Ellerslie, Auckland.
Ireland Bros., Epsom, Auckland.
Jones, H. W., Wyndham Street, City.
Jones, D. J., Hobson Street, Auckland.
Julian, T. J., Cook Street, Auckland.
Keates, J. H., Victoria Street East, City.
Lloyd and Co., Otahuhu.
Logan and Sons, Otahuhu.
Macklow Bros., Mechanic's Bay, Auckland.
Matthews, F., Ponsonby, Auckland.
McAnulty, J., Otahuhu.
McCallum, R. H., Devonport, Auckland.
McCauley, J., Albany Road, Ponsonby.
Moody, J., Marine Parade, Devonport.
Morris, E., Eden Terrace, Auckland.
Morton and Hunt, Onehunga.
Nerheny, P. J., Abbot's Road, Mount Eden.
Nelson, W. F., Mount Roskill, Auckland.
Orr, J., Mount Eden, Auckland.
Paterson and Son, Park Avenue, Auckland.
Pearce Bros., Epsom, Auckland.
Pollard, E. V., Clonburn Road, Remuera.
Price, W., Symonds Street, Auckland.
Punch, W., Victoria Street, City.
Russell, J., Otahuhu.
Rich and Jeffries, Phœnix Chambers, Auckland.
Sayers, W., Onehunga.
Short, C. B., Campbell Road, Grey Lynn.
Snelling Bros., Survey Crescent, Arch Hill.
Utting, W., Woodforde Road, Mount Eden.
Vibert and Forward, Avondale, Auckland.
Watson, A., Wanganui Avenue, Ponsonby.
White, Samuel, and Son, Customs Street, Auckland.

Masons.

Bouskill, J., Symonds Street, Auckland.
Harris and Co., Wellesley Street East, Auckland.
McNab and Mason, Symonds Street, Auckland.
Parkinson, W., Victoria Street West, Auckland.

Country Builders,—

Aoroa—
  Heron, T.
Cambridge—
  Christie, J.
  Davy, E.
  Giles, H.
  Hogan, W.
  La Thobb, P. M.
  Marcroft, F.
  Morse, R.
  White, W. J.
Coromandel—
  Hovell, C.
Dargaville—
  Dunn, J.
  Jones, E.
  Jones, F. A.
  Spiers, W.
Huntly—
  Elliot, J.
Helensville—
  Beecroft, A.
  Wallace, T.
Hikutangi—
  Develin, A.
  Wright, G.
Hamilton—
  Brickon, E.
  Burgess Bros.
  Chappell, T.
  Coyle and Jolley.
  Frear, J.
  McKinnon and Miller.
  Morris and Emmett.
  Paton, J.
  Scott and Sons.
  Snell Bros.
  Wheeler and Irvine.
  Wright, J.
Hukuanui—
  Salmon, J.
Huntly—
  Greenshields, T.
  Moir, L.
Karangahake—
  Guthrie, H.
Morrinsville—
  Watts, C.
Rotorua—
  Allsop and Co.
  Lundon, D.
  Sloane and Bennett.
  Steele Bros.
Raglan—
  Smith, J. W.
Matamata—
  Good and Gordon.
Ngaruawahia—
  Carless, T.
  Henderson, D.
  Potts and Vant.
Omahu—
  Darrach, D.
Paeroa—
  Craig, S.
  McAndrews and Co.
  Mettam, G. P.
Te Aroha—
  Annon, A.
  Firth, G.
  Jennings, D.
Thames—
  Lamb Bros.
Taupiri—
  White, T. T. T.
  Wilson, F.
Te Kopuru—
  Allan, Charles.
  Bulford and Bennett.
  Sharpe, H.

Country Builders—continued.

Wharehine—
  Whiteheford, D.
Wade—
  Bartleet, W. H.
Waikino—
  Markwick, H. J.
Waiuku—
  Bird, W.
  Dromgool, J. P.
  King, W. J.
  McNaughton, J.
  Rossiter, T.

Waihi—
  McRae and Donald.
  Salt and Cameron.
Waipipi—
  Lincoln, D.
Whangarei—
  Alderton, F.
  Cutforth, F.
  Draper, J.
  Forsythe, J.
  Lovett, C.
  Parks, W.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 28th day of October, 1912, and shall continue in force until the 11th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 11th day of October, 1912.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. Except as hereinafter mentioned, the hours of work shall be from 8 a.m. to 5 p.m. on every week day except Saturday, and on Saturday from 8 a.m. to noon. One hour shall be allowed for dinner on each day except Saturday, but an employer may agree with his workers to allow only half an hour for dinner during the period from 1st May to 31st August, so that work shall cease at 4.30 p.m. instead of 5 p.m.

Rates of Wages.

2. All journeymen plasterers shall be paid at the rate of not less than 1s. 6d. per hour.

Classes of Labour.

3. Two classes of labour shall be recognized—namely, journeymen and apprentices.

Definition of Work.

4. The following shall be deemed to be plasterers' work: Woodlathing, fixing fibrous plaster, and all interior and exterior plastering in connection with buildings. Casting fibrous plaster and fixing expanded-metal lathing may be done by workers other than plasterers.

Holidays.

5. (*a.*) The following are to be the holidays observed: New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and the United Building Trades' Picnic Day.

(*b.*) All time worked on Sundays or on any of the foregoing holidays shall be paid for at the rate of double time.

(*c.*) When any holiday shall be generally observed on any day other than the day herein mentioned the provisions of this award shall apply to such substituted holiday.

Overtime.

6. All time worked beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first two hours, and time and a half thereafter; but all travelling-time shall be paid for at ordinary rates. All time worked on Saturday afternoon shall be paid for at the rate of time and a half.

Payment of Wages.

7. (*a.*) All wages shall be paid weekly, either on the job or at the employer's place of business, and whenever paid shall be paid to the worker not later than fifteen minutes after he has left off work.

(*b.*) In the event of a worker being discharged at any time during the week he shall be allowed half an hour to collect his tools of trade, and such worker shall be paid his wages within one hour from the time he is discharged.

Under-rate Workers.

8. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of such worker, after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period, not exceeding six months, as such Inspector or person shall determine, and after the expiration of such period shall remain in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Apprentices.

9. (*a.*) The proportion of apprentices to journeymen shall be as follows—one apprentice to every three journeymen employed; and in computing the number of journeymen the employer is to be reckoned as one journeyman. For the purpose of determining the proportion of apprentices to journeymen in taking a new apprentice, the calculation shall be based upon two-thirds full-time employment of the journeymen employed during the previous six calendar months.

(*b.*) Any employer taking an apprentice to learn the trade shall shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rate of wages, namely: For the first year, 11s. per week; for the second year, 15s. per week; for the third year, £1 per week; for the fourth year, £1 5s. per week; for the fifth year, £1 15s. per week.

(*c*.) The period of apprenticeship shall be five years, but three months' probation shall be allowed the employer of any apprentice to determine his fitness, such three months to be included in the term of the apprenticeship. No boy shall be allowed to serve a probation to more than two employers. The obligation of an apprentice to serve his employer shall be deemed a duty enforceable under this award.

(*d*.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligations of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(*e*.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly, within one week thereof, give notice of such transfer to such Inspector.

(*f*.) An employer shall not be deemed to have discharged his duty towards his apprentice if he fails to keep him employed owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(*g*.) When an apprentice is discharged for cause the employer shall send notice of the discharge, and the cause thereof, to the Inspector of Factories in writing.

(*h*.) Existing arrangements with or relating to apprentices now serving any employer may continue, provided that any employer wishing such arrangements to continue shall forward the names of his present apprentices to the Inspector of Factories within one month of the filing of this award.

(*i*.) All time lost by an apprentice through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship; but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

Suburban Work.

10. (*a.*) Work done elsewhere than at the shop of the employer and over two miles from the corner of Symonds Street and Karangahape Road shall be considered suburban work, and journeymen employed thereon shall be allowed and paid for the time reasonably occupied by them in walking to and from such work, or they shall be conveyed to and from such work at the cost of their employers; but no journeyman residing less than two miles by the nearest convenient mode of access for foot-passengers from the place where the work is to be done shall be entitled to the allowance mentioned in this clause.

(*b.*) If any journeyman is required to use the ferry for the purpose of going to or returning from any place outside his employer's shop where the work is to be done, his fares shall be paid by his employer.

Country Work.

11. (*a.*) Work done at such a distance from the shop of the employer that the journeyman employed cannot return to the shop of his employer or to his place of abode on the same day shall be considered country work.

(*b.*) Every journeyman engaged on country work shall be paid, in addition to his ordinary wages, a further sum of 1s. 6d. for every day while he is so employed, or he shall be provided with suitable board and lodging at the employer's cost, and his travelling-expenses in going to and returning from such work shall also be paid by his employer.

(*c.*) Notwithstanding anything in this award contained, any employer and his worker may agree that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed without payment of overtime, but so that not less than the minimum wage per hour prescribed in this award for ordinary work shall be paid to such worker.

Sanitary Conveniences.

12. Employers shall provide proper sanitary conveniences for their workers.

Piecework.

13. No piecework shall be allowed in the trade.

Preference.

14. (*a.*) If and so long as the rules of the union shall permit any person of good character and sober habits, who is or has been working as a plasterer, to become a member of the union upon payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue

upon payment of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, employers shall employ members of the union in preference to non-members, provided there are members of the union equally competent with non-members to perform the particular work required to be done, and ready and willing to undertake it. This clause shall not compel employers to refuse to continue to employ persons now in their employment, notwithstanding that such persons are not and do not elect to become members of the union :

Provided that the foregoing clause shall not apply to any employers carrying on business beyond a radius of ten miles from the Chief Post-office in the City of Auckland.

(*b.*) The union shall keep in some convenient place within one mile of the said Chief Post-office a book to be called the "employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the particular occupation in which each such member claims to be proficient, and the names, addresses, and occupations of every employer by whom such members shall have been employed during the preceding one year.

(*c.*) Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall in any particular be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used their best endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every working day except Saturday, and on that day between 8 a.m. and noon. If the union shall fail to keep the employment-book in the manner prescribed by this clause, any employer may in such case, and so long as such failure shall continue, engage any person, whether a member of the union or not, to perform the work required to be done, notwithstanding the foregoing provisions. Notice by advertisement in the *New Zealand Herald* and *Auckland Star* newspapers, published in Auckland, shall be given by the union of the place where such employment-book is kept, and of any change in such place. If such book shall be kept at the Labour Department Office, Auckland, then the same shall be open for inspection during office hours.

(*d.*) Employers shall not, in the engagement or dismissal of their workers, discriminate against members of the union, nor in the conduct of their business do anything for the purpose of injuring the union, whether directly or indirectly.

(*e.*) When members of the union and non-members are employed together they shall work together in harmony and under the same conditions, and there shall be no distinction between them, and they shall receive equal pay for equal work.

Scope of Award.

15. This award shall not apply to any employers in that part of the industrial district which is included in the Gisborne Judicial District.

Monumental Masons' Work.

16. This award shall not apply to any plastering-work done in connection with the erection of tombstones or fences round graves in any cemetery.

Term of Award.

17. This award shall come into force on the 28th day of October, 1912, and shall continue in force until the 11th day of October, 1915; but so that if during the said term a Dominion award shall be made in relation to the plastering industry to operate in this industrial district, such award shall thereupon supersede this award, which thenceforth shall cease to have any force or effect.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 11th day of October, 1912.

W. A. Sim, Judge.

MEMORANDUM.

This award is for the most part the same as the award made in 1908 (Book of Awards, Vol. ix, p. 313). The principal alterations are that a definition of plasterer's work has been inserted, and that the hours of work have been reduced by consent from forty-seven to forty-four per week.

The union asked to have the minimum wage increased to 1s. 9d. per hour, and to have other changes made in the existing conditions. The union failed to advance any valid reason for these alterations, and they have not been made.

W. A. Sim, Judge.

(2623.) AUCKLAND DRIVERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Drivers' Industrial Union of Workers (hereinafter called "the union"), and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Auckland City Council, Auckland.
Auckland Freezing Company, Breakwater Road.
Auckland Gas Company, Wyndham Street.

Auckland Sanitary Syndicate, Albert Street.
Auckland Tramways Company, Custom Street.
Auckland Drug Company, Albert Street.
Anderson, W. E., carrier, Queen Street Wharf.
Arkell, D., brewer, Newton Road.
Astley, N., and Sons, leather-merchants, Albert Street.
Andrew and Andrew, grain-merchants, Otahuhu.
Andrews, J. W., grain-merchant, Eden Terrace.
Adams, J., and Co., bacon-curers, Stanley Street.
Auckland Luggage Agency, 6 Little Queen Street.
Auckland Racing Club, Shortland Street.
Auckland Steam Laundry (Limited), Upper Queen Street.
Austin Bros., coal-merchants, Ellerslie.
Avondale Brick and Pottery Company, Avondale.
Avery, W. T., coal-dealer, Dominion Road.
Bycroft and Co., millers, Shortland Street.
Bray, H., carrier, Onehunga.
Buckland, A., and Sons, grain-merchants, Albert Street.
Beaver, J., coal-merchant, Newmarket.
Bryant, P., coal-merchant, Jervois Road.
Brown, Barrett, and Co., merchants, Custom Street.
Bond and Bell, grain-merchants, Commerce Street.
Bines, W. F., coal-merchant, Parnell.
Birkenhead Borough Council, Birkenhead.
Burns, J., and Co., hardware merchants, Custom Street.
Briscoe and Co., hardware merchants, Custom Street.
Bogue and McHattie, carriers, Devonport.
Baillie, T. R., carrier Albert Street.
Barry Bros., cariers, Tamaki.
Barclay, J., carrier, England Street.
Barry and Peach, contractors, Meddow Bank.
Bagnall Bros., box-manufacturers, Freeman's Bay.
Beale Sewing Machine Depot, Victoria Street.
Bennett, M. J., painter, Karangahape Road.
Booth, A. J., and Co., general importers, Three Lamps.
Bouskill, J., and Co., masons, Symonds Street.
Bridgman, J. W., coal-dealer, Dominion Road.
Bull, H. B. J., and Co., ironmongers, Newmarket.
Brown Bros. and Geddes, confectioners, Stanley Street.
Birkenhead and Northcote Gas Company, Northcote.
Burk, J., and Co., contractors, Albert Street.
Brady, P., carrier, Queen Street, Onehunga.
Bridge and Stewart, carriers, Green Lane.
Borgalte, C., carrier, Quay Street.
Craig, J. J. (Limited), carriers, Queen Street.
Carr and Haslam, carriers, Queen Street Wharf.
Carpenter, H. M., coal-merchant, Newmarket.
Cashmore Bros., timber-merchants, Cox's Creek.

Clark, R. O., brick and pottery manufacturers, Customs Street.
Cunningham and Co., carriers, Fort Street.
Casey, T., contractor, Patterson Street.
Carder Bros., pottery-manufacturers, Clarence Street.
Campbell and Ehrenfried, brewers, Queen Street.
Collier, C. D., coal-merchant, Ponsonby Road.
Canham, H. S., grain-merchant, Symonds Street.
Carrie, J., contractor, Kingsland.
Carter, G., coal-merchant, Ireland Street.
Cleal, E., coal-merchant, Great North Road.
Cleal, A., coal-merchant, Ponsonby Road.
Conway, W. H., carrier, Quay Street.
Cooper, H., carrier, Hepburn Street.
Coulson and Co., contractor, Onehunga.
Clark Bros., marine dealers, Drake Street.
Clark Bros., furnishers, Karangahape Road.
Crawford, J., bûs-proprietor, Albert Street.
Crow, W., carrier, Otahuhu.
Chevis, J., carrier, Epsom.
Crozier, J. M., coal-merchant, Devonport.
Crawshaw, S., carrier, St. Helier's.
Cleal, T., carrier, Ponsonby Road.
Coldicutt, C. G., carrier, Church Street, Onehunga.
Catchpole, A., ironmonger, Ponsonby Road.
Clayton, G. J., carrier, Prospect Terrace, Mount Eden.
Devonport Borough Council, Devonport.
Davis, J. B., carrier, Devonport.
Davis, R. H., carrier, Devonport.
Dempsey, J., coal-merchant, Newmarket.
Duder, R. and R., coal-merchant, Devonport.
Dean, G., carrier, Cameron Street, Onehunga.
Dawson, A. A., grain-merchant, Great North Road.
Donald, A., and Son, fellmongers, Richmond.
Eden Terrace Road Board.
Ellingham and Co., merchants, Custom Street.
Ellingham, J., builder, Wyndham Street.
Edwards, F., carrier, Jervois Road.
Furness, C. H., and Co., manufacturers, Fort Street.
Fendall, H. T., carrier, Devonport.
Fenton, H. C., coal-dealer, Mount Eden Road.
Fendall, H., carrier, Little Queen Street.
Franklin, J. M., carrier, Lorne Street.
Felts, J., carrier, Dominion Road.
Fleming, C. C., leather-merchant, High Street.
Fitt, F., and Co., soap-manufacturers, Hobson Street.
Forrest, W., contractor, Garfield Street.
Forrest and Lovett, contractors, Orakie Road.

Fowler, F. and W., plumbers, Victoria Street.
Fraser, H., contractor, Ardmore Road.
Fraser, H., contractor, Wellpark Avenue, Richmond.
Freeman, H., builder, Ethel Street, Mount Albert.
Filmer, J., coal-dealer, Onehunga.
Frith and Co., ironmonger, High Street.
Goldie, D., timber-merchant, Albert Street.
Gunson, W., merchant, Beach Road.
Great Northern Brewery, Khyber Pass Road.
Gillespie and Sons, gum-merchants, Custom Street.
Gilland, C., carrier, Nelson Street.
Galbrith, S., carrier, Gundry Street.
Gee, J., carrier, Edinburgh Street.
Goodare, A., bone-miller, Panmure.
Gilmore and Co., merchants, Customs Street.
Green and Colebrook, merchants, Gore Street.
Grey Lynn Borough Council.
Grace J., carrier, Sale Street.
Garlick, J. H., carrier, c/o Tonson Garlick, Queen Street.
Hogdson, E., coal-dealer, Parnell.
Houlihan, M., carrier, Sale Street.
Hancock and Co., brewers, Khyber Pass.
Higgins, A., carrier, Epsom.
Hill and Plummer (Limited), painters, Queen Street.
Hodson, W., coal-merchant, Parnell.
Hayman, J., carrier, Mount Eden Road.
Harrison, J., carrier, Kingsland.
Hurd, S. B., builder, Eden Terrace.
Hart, W., manufacturer, Lorne Street.
Hutchinson, W. E., contractor, Custom Street.
Hoddintt, S. F., carrier, Morningside.
Hall, J., merchant, Otahuhu.
Hancock, G. and W., coal-merchants, Parnell.
Hardie Bros., ironmongers, Queen Street.
Hardley and Hardley, manufacturers, Albert Street.
Harris, F., and Co., monumental masons, Wellesley Street.
Hay, D., and Sons, nurserymen, Remuera.
Hayes, F., carrier, Jervois Road.
Herring, J., carrier, Auckland.
Herring, F., carrier, c/o Express Stand, Quay Street.
Herbert, J., contractor, Mount Albert.
Hedley, J., coal-dealer, Mount Eden Road.
Hatcher, G., builder, Eden Terrace.
Impey Limited, painter, Queen Street.
Jones, J. D., builder, Devonport.
Jackson, Mrs., carrier, Montague Street.
Jagger, F., and Co., tanner, Grey Street.
Johnston and Noble, coal-merchants, Devonport.
Johnston, J., carrier, Otahuhu.

Jordon, E., carrier, Northcote.
Kauri Timber Company, Customs Street.
Kempthorne, Prosser, and Co., manufacturers, Albert Street.
Legge, W., carrier, Avondale.
Lovett, W., carrier, Pollen Street, Grey Lynn.
Leyland and O'Brien, timber-merchants, Customs Street.
Lewis, T., carrier, Grey Street.
Laurie, W. S., and Co., merchants, Custom Street.
Laurie, C. G., confectioner, Stanley Street.
Lennard and Clow, carriers, Chelsea.
Lewis, S., carrier, Wellesley Street.
Lamb and Smith, ironmongers, Karangahape Road.
Lambourne, W., ironmonger, Ponsonby Road.
Lawford, F., carrier, Park Road.
Lloyd, W. B., and Co., carriers, Otahuhu.
Lynch, W., carrier, Remuera Road.
Laidlaw, Lees, merchant, Fort Street.
Morren, T. and S., ironmongers, High Street.
Macklow Bros., timber-merchants, Mechanics' Bay.
Morpeth Bros., carriers, Queen Street Wharf.
Murgatroyd Bros., wool-merchants, Onehunga.
McCarter Bros., carriers, Onehunga.
McCartney and Tottman, carriers, Newmarket.
Miller, W. A., carrier, Northcote.
McInnes, A., coal-dealer, Three Lamps, Ponsonby.
Marshall, F. G., carrier, Khyber Pass Road.
Martin, J., and Co., livery stables, Parnell.
Mayne Bros., coal-dealers, Wellington Street.
Mennie, J. M. (Limited), confectioner, Albert Street.
Mitchell, J., coal-merchant, Dominion Road.
Morton, H. B., merchant, Custom Street.
Mount Eden Borough Council.
McKay, T., carrier, Eden Terrace.
Mackay, G. J., seed-merchant, Queen Street.
Mills, C., and Son, carrier, New Lynn.
Manning, W., merchant, 20 England Street.
McMath and Stebling, ironmongers, Jervois Road.
Morton, W., ironmonger, Onehunga.
More and Son, builders, Kingsland.
McNab and Mason, masons, Symonds Street.
Northern Roller Milling Company, Quay Street.
Newmarket Borough Council, Newmarket.
New Zealand Express Company, Fort Street.
National Trading Company, Custom Street.
New Zealand Loan and Mercantile, Albert Street.
Nicholas, G., carrier, First Avenue, Kingsland.
Newton Bottle Exchange, Hobson Street.

New Zealand Brick, Tile, and Pottery Company, New Lynn.
New Zealand Carrying Company, Commerce Street.
Nicholls Bros., rangemakers, Stanley Street.
Nicholson, W., coal-merchant, Great North Road.
Northcote Borough Council, Birkenhead.
New Zealand Laundry, Quay Street.
O'Shea, T., coal-dealer, Jervois Road.
Onehunga Sawmilling Company, Onehunga.
Onehunga Woollen Company, Onehunga.
Onehunga Glue-works, Onehunga.
O'Brien, M., firewood-dealer, Hobson Street.
Page, A. W., coal-merchant, Kingsland.
Parsons, W., and Sons, carriers, Devonport.
Premier Joinery Company, Railway Wharf.
Pascoe, E., carrier, Ponsonby Road.
Parker, Lamb, and Co., timber-merchants, Custom Street.
Peach, J., contractor, Green Lane.
Parnell Borough Council, Parnell.
Philcox and Sons, contractors, Stanley Street.
Pullen and Armitage, livery stables, Albert Street.
Phipps and Saxton, carriers, Onehunga.
Povley, C., carrier, Avondale South.
Preston, J. B., coal-merchant, Dominion Road.
Porter, E., ironmonger, Queen Street.
Parkinson and Co., masons, Victoria Street.
Parsons, W., and Sons, carriers, Little Queen Street.
Patterson and Robertson, grain-merchants, Commerce Street.
Patterson, A. S., merchant, Custom Street.
Pillinger, A. G., coal-merchant, Mount Eden Road.
Prime, F., ironmonger, Karangahape Road.
Prime, H., ironmonger, Onehunga.
Pople and Creamer, merchants, Onehunga.
Pardington and Sutherland, ironmongers, Onehunga.
Peters, J., coal-dealer, Great North Road.
Peachey Bros., carriers, Stanwell Street, Parnell.
Quigley, W., carrier, Richmond.
Ross, J. R., confectioner, Wynyard Road, Mount Eden.
Rich and Dimery, carriers, Queen Street Wharf.
Robertson Bros., merchants, Symonds Street.
Rowles, G., carrier, Kingsland.
Reid, R., coal-dealer, Union Street.
Reid, J., and Co., merchants, Ford Street.
Rumner, J., carrier, Morningside.
Rosier, W., contractor, Waikumete.
Renwick, J., carrier, Mountain Road, Mount Eden.
Rowse and Stewart, carriers, c/o Martin's Stables, Parnell.
Smith, F. W., merchant, Commerce Street.
Small, W. H., carrier, Northcote.
Sutherland, W., and Co., leather-merchants, Onehunga.

Smith, A. B. and W., carriers, Parnell.
Sharland and Co. (Limited), drug company, High Street.
Simmons, W. R., carrier, Khyber Pass.
Singer Sewing Machine Company, Queen Street.
Skelton, R., carrier, Remuera Road.
Smith and Caughey, furniture-manufacturers, Queen Street.
Smith, J., provision-merchant, Manukau Road, Parnell.
Snook, W. B., carrier, Eden Terrace.
Standard Sewing Machine Company, Queen Street.
Smithson, J., merchant, Mount Eden.
Smith, H., coal-dealer, Lincoln Street, Ponsonby.
Smale, W. H., carrier, Takapuna.
Small, C., carrier, Mount Albert.
Stone, H. J., carrier, Papatoetoe.
Tonson and Garlick, furniture-makers, Queen Street.
T.T. Timber Company, timber-merchants, Onehunga.
Taupo Timber Company, timber-merchants, Newmarket.
Turner, W., carrier, Commerce Street.
Tattley, A. E., coal-merchant, Newmarket.
Thompson and Hill, preservers, Nelson Street.
Taylor, J., coal-dealer, Manukau Road.
Turner, W. H., carrier, Khyber Pass.
Thomas, J., carrier, Mount Albert.
Traun, C., and Son, carrier, Victoria Street.
Thomas, A., carrier, Devonport.
Tyer and Co., manufacturers, College Road.
Union Oil, Soap, and Candle Company, Albert Street.
Union Coal Company, Newmarket.
Vacuum Oil Company (Limited), Fort Street.
Veron, C., carrier, Birkenhead
Wright, A. B., carrier, Commerce Street.
White, S., contractor, Custom Street.
Warnock Bros., soap-manufacturers, Durham Street.
Wells, H., carrier, Devonport.
Westport Coal Company, Queen Street.
Winstone Limited, Custom Street.
Wilson, H. S., carrier, Mount Albert Road.
Winstone, F., merchant, Custom Street.
Whitmore, H. C., grain-merchant.
Walker, G., and Son, coal-merchants, Hobson Street.
Wheeler, J. E., merchant, Commerce Street.
Whittey, W. S., and Sons (Limited), merchants, Little Queen Street.
Whittome, Stevenson, and Co., manufacturers, Parnell.
Wilson, E., carrier, Palmerston Buildings, Queen Street.
Wingate and Co., Ironmongers, Queen Street.
Wise, T., Chancery Street.
Williams, A., carrier, Mount Eden.
Williamson and Green, painters, Grey Street.

Wharton, W. H., Bros., coal-dealers, Eden Terrace.
Whitley, F. W., carrier, c/o W. S. Whitley, Little Queen Street.
White, J., carrier, Selwyn Street.
Walker and Son, coal-dealers, Hobson Street.
Whitmore, H. C., merchant, Campbell Road, Grey Lynn.
Yates, A., seed-merchant, Queen Street.
Zealandia Laundry, St. Paul Street.
Zealandia Trading Company, merchants, Stanley Street.

Bakers.

Ashby, H. J., Mount Roskill.
Barber, R., Karangahape Road.
Buchanan, J., Symonds Street.
Buchanan, W. (Limited), Karangahape Road.
Burton, J., Grafton Road.
Cooper, Misses, Victoria Street, Auckland.
Cornes, J. E., Wellington Street, Auckland.
Corley, James, Hobson Street, Auckland.
Clow Bros., Northcote.
Collins, William, College Road, Auckland.
Crowe, Philip, Hobson Street, Auckland.
Cowan, Robert, Mount Eden Road, Auckland.
Davis, James, Eden Terrace, Auckland.
Dryland, Charles, Karangahape Road, Auckland.
Evans, John, Northcote.
Finlay, W., Great North Road.
Farrell, Robert, Onehunga.
Finlay, Alfred, Great North Road, Auckland.
Gardiner, James, Symond Street, Auckland.
Gardiner Bros., Mount Eden Road.
Glass, John, Devonport.
Hoskins, T., Great North Road, Auckland.
Hayhow, William, Ponsonby Road, Auckland.
Hall, John, Otahuhu.
Hughes, —, Howick.
Howie, Jane, Newton Road, Auckland.
Hyland, Henry, Onehunga.
Harrison, S., Richmond Road.
Honiss, J. (late T. Wilson), Grey Street.
Johnston, Charles, Parnell.
Johnson, Joseph, Otahuhu.
Kelsall, Mrs., Onehunga.
Kent, George, and Sons, Newmarket.
King, Thomas, Grey Lynn.
King, T., Remuera.
Lane, Benjamin, Devonport.
Moorcroft and Sons, Kingsland.
McGregor and Montgomery, Parnell.

McGregor and Montgomery, Devonport.
McKeown, Edward, Queen Street, Auckland.
McQuillan, Terance, Victoria Street, Auckland.
Nairn, Thomas, Queen Street, Auckland.
Nicholson, John, Franklin Road, Auckland.
Parsons, Arthur, Ponsonby Road, Auckland.
Phillip, W., Epsom.
Philip, W. H., Great North Road, Auckland.
Pierce, Richard, Hobson Street, Auckland.
Quinlan, John A., Ellerslie.
Robertson, Andrew, Great North Road, Auckland.
Robertson, Daniel, Avondale.
Smerdon, George, Newmarket.
Shepard, S., Parnell.
Thomas, — (late A. Robinson), Grey Lynn.
Teasdale, Thomas, Ponsonby Road, Grey Lynn.
Teasdale, Thomas, Ponsonby Road, Auckland.
Till and Sons, Mount Eden Road, Auckland.
Wild, W. H., Ponsonby Road, Auckland.
Wiles, E. S., Ponsonby Road, Auckland.
Wilson, Ralph, Khyber Pass, Auckland.
Wilson, Thomas, Grey Street, Auckland.
Wright, G. W., Karangahape Road, Auckland.
Co-operative Bakery, Grey Lynn.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 4th day of November, 1912, and shall continue in force until the 18th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 18th day of October, 1912.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. (*a*.) Except where otherwise provided, a week's work shall not exceed forty-eight hours, exclusive of the time required for necessary attendance to horses, which shall not exceed eight hours in any one week.

(*b*.) Any work other than attendance to horses done before 7 a.m. or after 7 p.m. shall be paid for at overtime rates as hereinafter specified, whether or not the weekly limit shall have been exceeded.

(*c*.) The foregoing provisions shall not apply to workers whose hours of work are prescribed by the Shops and Offices Act.

(*d*.) Employers shall be at liberty to make special arrangements as to their hours of work with drivers attending early and late trains and steamers, or employed in the collection or delivery of mails.

(*e*.) Employers shall be at liberty to make special arrangements as to their hours of work with drivers making trips beyond the limits fixed for the operation of this award with drivers employed in connection with town and suburban parcels or furniture-delivery, meat-works, abattoirs, and stone-quarries, and at sand and gravel carting, or nightsoil and municipal scavengering work, provided that in each case the total number of hours of work in the week as hereinbefore prescribed shall not be exceeded, and in the case of these drivers overtime shall only be paid for any time worked in any week in excess of the hours herein prescribed.

(*f*.) The hours of drivers employed by aerated-water and cordial makers shall be forty-eight hours per week during the months of April to October inclusive, and sixty hours per week during the rest of the year. These hours shall include time occupied in necessary attendance to horses.

(*g*.) One hour shall be allowed for dinner, if feasible.

(*h*.) The employer shall provide a time-book, in which each driver shall enter daily the total hours for which he is entitled to be paid, stating the overtime (if any). The employer shall within twenty-four hours have the time verified and the book initialled.

Wages.

2. (*a.*) The minimum wages for drivers shall be as follows: For those driving and attending to one horse, £2 8s. per week; for those driving and attending to two or more horses, £2 12s. per week.

(*b.*) These wages shall extend to and cover attendance to horses on Sundays, week-days, and holidays, subject to the limit hereinbefore prescribed.

(*c.*) No deduction shall be made from such wages for any cause save for time lost through the worker's own default or sickness.

Casual Drivers.

3. (*a.*) Casual drivers shall be paid at the rate of 1s. 1½d. per hour for a driver driving and attending to one horse, and at the rate of 1s. 3d. per hour for a driver driving and attending to two or more horses. Overtime shall be paid to such drivers at the respective rates of 1s. 3d. and 1s. 6d. per hour, and shall commence after nine and a half hour's work shall have been worked in any one day. In the case of casual drivers the whole time worked, including time attending to horses, is to be computed as time or overtime, as the case may be.

(*b.*) A worker shall be deemed to be a casual driver who is not employed continuously for one week or more.

(*c.*) For work done on Sunday, Christmas Day, or Good Friday a casual driver shall be paid at the rate of 2s. 6d. per hour, save for the time attending to horses, which shall be paid for at the ordinary rate.

Employment of Youths.

4. (*a.*) Except where otherwise expressly provided, employers shall be at liberty to employ youths above the age of eighteen years at not less than the following wages: From eighteen to nineteen years, £1 5s. per week; from nineteen to twenty years, £1 10s. per week; from twenty to twenty-one years, £1 15s. per week.

(*b.*) The number of youths so employed shall not exceed one to each employer, firm, or company employing one driver, and one for each complete four additional drivers.

(*c.*) Employers who carry on business as bakers shall be at liberty to employ youths at not less than the following wages: Under the age of eighteen years, 12s. 6d. per week and found, or £1 per week dry pay; from eighteen to nineteen years, 15s. per week and found, or £1 2s. 6d. dry pay; from nineteen to twenty years, 18s. per week and found, or £1 8s. dry pay; from twenty to twenty-one years, £1 per week and found, or £1 10s. dry pay.

(*d.*) The number of youths to be employed under the last preceding clause shall not exceed one to each employer employing not more than one driver, and one to each complete additional three drivers: Provided that any employer who is unable to find employment for a fully paid driver may employ one youth.

(*e.*) The minimum weekly wage prescribed by this clause shall be deemed to extend to and cover attendance to horses on Sundays, week-days, and holidays, subject to the limit hereinbefore prescribed.

(*f.*) The rate of overtime and payment for work done on holidays for youths shall be as follows: Under twenty years of age, 9d. per hour; twenty years of age and over, 1s. per hour.

Holidays.

5. (*a.*) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Anniversary Day (if observed as a public holiday), birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

(*b.*) When any of these holidays is generally observed on any other day such other day shall be deemed to be the holiday for the purposes of this award.

(*c.*) Any employer may substitute another day for the birthday of the reigning Sovereign or Boxing Day.

(*d.*) The holidays for drivers working for employers whose principal business is governed by another award shall be the holidays provided in such other award.

(*e.*) Drivers employed by fishmongers, laundrymen, and aerated-water and cordial makers may be required to serve customers on holidays without extra payment, but the employers shall so arrange their business that the smallest amount of work reasonably practicable shall be done on such days. The time so occupied shall count as part of the week's work specified in clause 1 hereof.

(*f.*) For work done on Sunday, Christmas Day, or Good Friday, other than attendance to horses, drivers shall be paid at the rate of not less than 2s. per hour. For work other than attendance to horses done on any of the other holidays mentioned in this award drivers shall be paid at the rate of not less than 1s. 3d. per hour. The above payments shall be in addition to the weekly wages.

Overtime.

6. Overtime shall be paid for at the rate of 1s. 3d. per hour for all time worked beyond the hours prescribed in clause 1 hereof.

Drivers' Duties.

7. It shall be part of the ordinary duty of a driver to assist when required in loading and unloading his employer's vehicles, and his employer may employ him at other than carting-work for the purpose of filling in time.

Stable-work.

8. In all stables where fourteen or more horses are kept the employer shall provide a man whose duties shall be to keep the

stables clean and mix the feed. The drivers shall in turn take a "week on" to assist him in feeding and watering all horses, subject to the provisions of clause 1 of this award.

Boarding.

9. An employer may enter into an agreement with a driver to provide him with suitable board and lodging, and to deduct the price thereof from his wages at a rate not exceeding 17s. per week.

Payment of Wages.

10. Wages, including overtime, shall be paid weekly or fortnightly on a day to be from time to time fixed in advance by the employer.

Term of Engagement.

11. In the case of workers other than casual hands a week's notice of dismissal or of resignation shall be given by the employer or the worker, but this shall not prevent any employer from dismissing any worker for good cause.

Under-rate Workers.

12. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker, after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b.*) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

13. (*a.*) In the event of any employer hereafter engaging any worker, other than a youth, who shall not be a member of the union, and who within fourteen days after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union who is equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

(*b.*) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any person of good character and sober habits who is employed as a driver to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Matters not provided for.

14. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Exemptions.

15. (*a.*) This award shall not apply to any employer, although named as a party hereto, who is bound by the provisions of any other award in relation to drivers employed by him.

(*b.*) Employers of drivers of vehicles and teams used by agricultural and sheep farmers, nurserymen, and orchardists, exclusively for work in connection with their farms or orchards, or for carting goods produced on or for the use of such farms or orchards, are exempt from the conditions of this award.

(*c.*) The provisions of this award shall not apply to livery-stable keepers, coach, bus, or cab proprietors, medical men, or to dairymen when engaged in delivering milk to customers.

(*d.*) The provisions of this award shall not apply to drivers employed solely in connection with the business carried on in meat-works and freezing-works.

(*e.*) The provisions of this award shall not apply to country sawmillers so far as relates to the cartage of timber from their sawmills to their own yards, or contracts, or to railway-trucks.

(*f*.) The Auckland Tramway Company (Limited) is exempted from the operation of this award so far as relates to the drivers of its power wagon, so long as the said company pays those drivers not less than the wages herein prescribed for a week of forty-eight hours of work in addition to necessary attendance to horses as herein prescribed.

Applications for Exemptions.

16. The Court reserves to itself power to exempt from the operation of this award any employer named as a party hereto who has not been joined as a party to any previous award in connection with drivers, and who is engaged in any business which has not been brought under the operation of any such previous award.

Existing Contracts.

17. The provisions of this award shall not apply to any work done in connection with contracts entered into before the 1st day of September, 1912, and uncompleted, but an employer shall not be entitled to the benefit of this clause unless he shall, within one month from the date on which this award is filed, give to the local Inspector of Awards notice in writing of the contracts in respect of which he claims exemption, stating the date of such contract, the name of the person or body with whom the same has been made, and the nature of the work and where the work is to be performed.

Scope of Award.

18. The operation of this award is limited to the area lying within a radius of ten miles from the Chief Post-office in the City of Auckland.

Term of Award.

19. This award shall come into force on the 4th day of November, 1912, and shall continue in force until the 18th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 18th day of October, 1912.

W. A. SIM, Judge.

MEMORANDUM.

It was proposed by the Drivers' Federation to apply for a Dominion award under the Act of 1911, but, owing to the defective legislation on the subject, this was found to be impossible. Applications for local awards were made, therefore, in Auckland, Gisborne, Wellington, Wanganui, Napier, Christchurch, and Dunedin, and these were heard as one dispute in Wellington on the 17th and 18th days of September last. They were treated as being in substance, though not in form, applications for a Dominion award.

The principal changes made by the new awards in existing conditions are these :—

1. Attendance to horses has been limited to eight hours per week. There is no doubt that in the past some employers have made an improper use of the right to require a driver to attend to horses without any limit as to time, and some restriction on the subject is necessary.

2. The time occupied by a driver in going from and returning to the stable is to count as part of his working-hours.

3. The wages of drivers have been increased. In the City of Wellington the increase is 1s. per week. In Auckland, Christchurch, and Dunedin the increase is 4s. per week.

4. The rates for casual drivers have been increased.

The Auckland City award is limited to the area lying within a radius of ten miles from the Chief Post-office there, as only employers in or about the city were made parties to the dispute. A similar award will be made to operate in Hamilton when the necessary application is made to the Court.

The position is the same with regard to the Christchurch award. A similar award will be made to operate in Timaru and Ashburton when the necessary application is made to the Court.

Three awards have been made in the Wellington District, as there are three unions there, and three separate disputes were originated there.

It was impossible to consider individual applications for exemption, and a general clause has been introduced giving the Court power to exempt any employers who have not been bound by awards previously made in connection with drivers, and who are engaged in any business not previously brought under the operation of such an award.

W. A. SIM, Judge.

(2624.) NEW ZEALAND TYPOGRAPHERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Nelson, Marlborough, Canterbury, Westland, Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Typographical Industrial Association of Workers (hereinafter called "the Workers' Association") and the New Zealand Master Printers' Industrial Association of Employers (hereinafter called "the Employers' Association").

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the Workers' Association by its representatives duly appointed, and having also heard the Employers' Association by its representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the Workers' Association, the unions composing the same, and the members of such unions on the one hand, and the Employers' Association and the unions composing the same and the members of such unions on the other hand, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the said associations and the members thereof respectively, and upon the members of the said unions respectively, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the said associations and every member thereof respectively, and the members of the said respective unions and every of them, shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 2nd day of December, 1912, and shall continue in force until the 31st day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 31st day of October, 1912.

W. A. Sim, Judge.

SCHEDULE.

Part I.—Machine Work.

Classification.

1. (*a.*) For the purposes of this award the cities and towns of the Dominion shall be arranged in two divisions, viz. :—

The First Division shall include all cities and towns having a population of over 2,500 persons.

The Second Division shall include all towns having a population of 2,500 persons or less.

(*b.*) The population of each city or town shall be ascertained from the returns of the census taken in 1911.

Classes of Work.

2. Payment for work shall be either by time or by piecework.

Rates of Pay.

3. The minimum rates of pay shall be as follows:—

	Per Week £	s.	d.
(*a.*) *Linotype and Monotype Machines*—			
For day operators employed on daily newspapers in the Cities of Auckland, Wellington, Christchurch, and Dunedin ...	3	14	0
For night operators employed on daily newspapers in the said four cities	4	2	0
For all other day operators	3	10	0
For all other night operators	3	16	0
(*b.*) *Monoline Machines*—			
For day operators employed in any city or town in the First Division	3	6	0
For night operators employed in any city or town in the First Division	3	12	0
For day operators employed in any town in the Second Division	3	0	0
For night operators employed in any town in the Second Division	3	6	0
(*c.*) *Simplex Machines*—			
For day operators employed in any town in the First Division	3	0	0
For night operators employed in any town in the First Division	3	6	0
For day operators employed in any town in the Second Division	2	15	0
For night operators employed in any town in the Second Division	3	1	0

(*d.*) *Stone and Bulk Hands.*—Bulk hands and correctors employed on any daily, morning, or evening newspaper published in Auckland, Wellington, Christchurch, or Dunedin shall be paid not less than £3 5s. per week for day-work, and £3 10s. per week for night-work; and second stone hands employed on any such newspaper not less than £3 10s. per week for day-work and not less than £3 15s. per week for night-work. Any bulk hand employed casually on any such newspaper shall be paid not less than 1s. 9d. per hour.

Probationers.

4. (*a.*) Probationers may be employed on linotype and other composing-machines for not more than six months, and shall be paid not less than £2 10s. per week for day-work, and not less than £2 16s. per week for night-work. As soon as a probationer

attains a speed of 4,000 ens on a linotype or 3,000 on a monoline he shall be paid thenceforth not less than £3 per week for day-work and not less than £3 6s. per week for night-work.

(*b.*) Probationers, when employed by the hour, shall be paid not less than 1s. 6d. per hour for day-work, and not less than 1s. 9d. per hour for night-work.

Justifiers and Caster-attendants.

5. Youths or girls, not necessarily apprentices, may be employed as justifiers or spacers on simplex machines and as caster-attendants on monotype machines at such wages as may be agreed upon between each employer and the individual workers employed by him.

Efficiency Speed for Operators.

6. (*a.*) A linotype-operator shall not be deemed efficient unless he shall have attained a speed of 4,000 ens an hour in three months, 5,000 in six months, 6,500 in eight months, and 7,000 in fifteen months. If he shall have attained the speed of 7,000 before the fifteen months he shall be deemed an efficient operator. The matter to be solid, and the average to be based on minion matrices. The test of the operator's efficiency to be his ability to set any of the above numbers at the period stated as tests for a full day on fair copy, and to approximately maintain these averages. Speed shall not be held to constitute the sole basis of efficiency.

(*b.*) A monoline operator shall not be deemed efficient unless he shall have attained a speed of 4,500 ens per hour.

Piecework for Linotypes.

7. (*a.*) The minimum piecework rates for linotype-operators shall be as follows: Per 1,000 ens, with all fat as hereinafter specified: Type up to and including brevier, 3d.; bourgeois, 3¼d.; long primer, 3½d.: without "fat," 3½d. on all type.

(*b.*) Night operators shall be paid one-tenth more than these rates.

(*c.*) Operators may use thick space-bands for minion and large type.

Hours of Work.

8. Forty-two hours shall constitute a week's work. In cases where the weekly half-holiday is not given the hours shall not exceed seven per day. In cases where the weekly half-holiday is given the hours of work may be arranged so that not more than seven hours and three-quarters shall be worked on five days of the week, and four hours on the day of the half-holiday. In country newspaper offices the hours of work shall be arranged so as to meet the requirements of the employer's business, but so that any worker shall not be required to work more than twelve hours (exclusive of meal-hours) in any day of twenty-four hours.

Overtime.

9. All time worked beyond the hours herein prescribed shall be paid for at the rate of time and a third.

Saturday Night Special Editions.

10. Work on these editions shall be paid for at the rate of 2s. 6d. per hour on time.

Holidays.

11. Any operator or apprentice required to work on Christmas Day, New Year's Day, or Good Friday shall be paid double rates, and if required to work on Labour Day shall be paid rate and a half. In the case of a morning newspaper the evening preceding each of these holidays shall be reckoned the holiday. By arrangement between the majority of a companionship and the employer, the evening of any of these holidays may be observed as the holiday.

Female Workers.

12. (*a.*) Women may be employed during the hours permitted by the Factories Act at the same rates of pay and conditions of work as men.

(*b.*) This award shall not apply to any females at present employed in the trade.

Apprentices.

13. (*a.*) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rates of wages: For the first year, 10s. per week; for the second year, 15s. per week; for the third year, £1 per week; for the fourth year, £1 5s. per week; for the fifth year £1 12s. 6d. per week; for the sixth year, £2 per week. When working at the machines apprentices shall be paid 2s. 6d. per week in addition to these wages. Apprentices shall be paid the following overtime: For the first year, 6d. per hour; for the second and third years, 9d. per hour; for the fourth, fifth, and sixth years, 1s. per hour. One apprentice shall be allowed to every complete four machines, but if there be less than four machines used in the establishment, then one apprentice may be employed.

(*b.*) The period of apprenticeship shall be six years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship. The obligation of the apprentice to serve his employer shall be deemed a duty enforceable under this award.

(*c.*) An apprentice shall not be employed on a machine until he has had two years' instruction in the work of a compositor.

(*d.*) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served, and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligations of the original employer; and such employer shall be entitled to accept such transferred apprentice although he may already have the full number of apprentices allowed by this award.

(*e.*) It shall not be obligatory on an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(*f.*) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one month after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one month thereof give notice of such transfer to such Inspector.

(*g.*) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(*h.*) When an apprentice is discharged for cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Factories.

(*i.*) Existing arrangements with or relating to apprentices now serving any employer may continue, provided that an employer wishing such arrangements to continue shall forward the names of his present apprentices to the Inspector of Factories within one month after the filing of this award, but it shall not be necessary to do so in connection with any apprentice who is serving under the provisions of any previous award of the Court, or under any indentures of apprenticeship made in accordance with the provisions of any such award.

(*j.*) No deduction shall be made from the wages of an apprentice except for time lost through the worker's illness or default, or on account of the temporary closing of the factory for cleaning or repairing the machinery, and the apprentice shall make up such lost time before the following year of his apprenticeship shall be deemed to commence, and the total period of his apprenticeship shall be extended for a period equal to such lost time.

Payment for Call.

14. (*a.*) When an operator or apprentice has to come back after the completion of the day's or night's work, and notice has not been given to him in working-hours that he will be required to work overtime, he shall be paid a call of not less than 2s. 6d.

(*b.*) He shall be paid such call if, after being required to work overtime, an interval of two hours and a half shall elapse between the time of leaving work and the time fixed for resuming work.

Engineers' Work, &c.

15. (*a.*) Where machines are in charge of an engineer he shall be responsible for the temperature of the metal. No operator shall be required to do engineer's or labourer's work, but he shall assist in changing magazines when required, and also, if required, keep the pot supplied with metal.

(*b.*) Where machines are in charge of an operator-mechanic each operator on timework shall be responsible for the temperature of the metal in the pot, and every operator, whether on time or piece, shall keep the pot supplied with metal.

Cleaning Machines.

16. Machines shall be cleaned by the house.

Distribution of Matrices.

17. Magazines shall have an equal distribution as far as possible of the stock of matrices in the office.

Guarantee of Hours.

18. Efficient piecework operators shall have at least thirty hours' work in each week.

General Conditions as to Piecework.

19. The following provisions shall apply to piecework :—

(*a.*) Standing advertisements shall be the property of the employer until they are given out for "dis." Alterations in standing advertisements shall be charged as two lines for every line altered. Where such alterations affect more than one-third the length of the advertisement if 6 in. or under, or one-half if above 6 in., the whole shall be given out as original copy. All new advertisements and alterations to advertisements shall be set by the piece-hands, time-hands, or apprentices as required by the employer, subject to clause (*m*) hereof. All extensions to standing advertisements shall be done and charged by the operator.

(*b.*) Alterations from copy as enumerated below shall be encircled by the reader and charged by the operator, or corrected by the house: A change in the spelling of proper names; words from foreign languages, &c.; a change from copy not provided for by any style of the office, nor by written instructions given to the operator when the copy is given out; or a change in the division or spelling of words not in accordance with the dictionary given by the office as a guide, and not provided for above.

(*c.*) Bad copy (manuscript or other) shall carry an extra charge of one-third. All copy given out shall be properly subedited and devoid of abbreviations not well understood in the trade. The overseer shall adjudicate on bad copy.

(*d.*) The cast-up shall be by en quads, but with a minimum of 40 for brevier on the 13-em measure. In cases where other measures than the 13-em are used, then the cast-up shall be in proportion to the foregoing. A space-band shall count as an en quad. (The en quads to be those of the matrices in use on the machine.)

(*e.*) In the event of a magazine being changed and proofs having to be corrected at another machine, two lines shall be charged for every line by the corrector, and one line to be docked by the house against the original composer.

(*f.*) Matter of and above four lines composed in other than ordinary English—*e.g.*, dialects—shall be charged one-half extra, and foreign languages double for each line.

(*g.*) Run-on matter consisting of names and figures, abbreviations, &c., such as prize-lists, passenger-lists, balance-sheets, market and wool-sale quotations, and matter of a similar disadvantageous character, shall be charged one-third extra, or shall be set by the house. Matter indented 7 or more ems shall be charged one-half extra.

(*h.*) Operators shall not be called off piecework to compose "fat" matter on time.

(*i.*) All headings (whether cast on bar or otherwise), leads, whites, and rules shall be put in by time hands and charged by the operator. When leads are cast on bar, operators shall charge additional depth.

(*j.*) Minimum lines for a "take": Morning papers—40 up to 2 a.m., 25 between 2 and 3 a.m., 12 until hour of going to press; evening papers—40 up to one hour of first edition, then 25 up to within half-hour of last edition, and 12 during last half-hour; weekly papers—50; day of publication, 25.

(*k.*) All first-proof and revised corrections (marks left undone in the first proof) to be done by the operator and put in by the house; all machine errors and house marks to be charged double if not over three consecutive lines. Matrices coming down wrong channels, repeated transposition of matrices, repeated missing of matrices, matrices repeating of their own accord, space-bands transposing, and sunken letters shall constitute machine errors.

(*l.*) One line extra shall be charged for each word of small caps, italics, or clarendon. One line for each four or less number of outside sorts put in by hand.

(*m.*) Advantageous news matter and advertisements shall not be selected for machine time-hands as against machine piece operators.

(*n.*) All stoppages for repairs, changes of magazines, altering gauge, waiting for copy, &c., shall be charged at the prescribed time rates.

(*o.*) One farthing extra for every pica shall be charged on all measures below 13 ems pica.

(*p.*) The house shall provide each operator with a style-card if required.

(*q.*) Tabular matter shall be set on time.

(*r.*) Matter having to be transposed by the operator—*i.e.*, that which is not set in the order in which it appears in copy—shall for this transposition alone be charged one-third extra, or the house shall have the option of having the matter set on time.

(*s.*) When two-line matrices are dropped in they shall be charged one line extra for every two.

(*t.*) Matter requiring two lines to complete one measure (not being tabular matter) shall be charged one-third extra; three lines, one-half; four, double.

(*u.*) Operators shall complete all "takes" as far as possible on the machine, but where such "take" requires type heading, leads, rules, or extension of any kind, all such work required to complete "take" shall be done by the house, and complete "take" as appearing shall be charged by the operator.

(*v.*) All appearing lines shall be charged by the operator.

(*w.*) All block headings, let-in or other blocks in news or advertisements shall be charged by the operator. In permanently illustrated papers the house shall be entitled to all blocks, &c., except in advertisements, blocks in which shall be charged by the operator.

PART II.—HAND WORK.

Classification.

1. The classification of cities and towns contained in clause 1 of Part I of this award shall be deemed to be incorporated in this part of the award.

Rates of Pay.

2. The minimum rates of pay for compositors shall be as follows:—

For day workers employed in any city or town in the First Division, £3 5s. per week.

For night workers employed in any city or town in the First Division, £3 10s. per week.

For day workers employed in any town in the Second Division, £2 15s. per week.

For night workers employed in any town in the Second Division, £3 per week.

For casual workers employed in any city or town in the First Division, 12s. per day.

For casual workers employed in any town in the Second Division, 11s. per day.

Piecework Rates.

3. The following shall be the minimum rates of pay for compositors employed on piecework: Day workers, 1s. 1d. per 1,000 ens; night workers, 1s. 2d. per 1,000 ens.

Hours of Work.

4. (*a.*) The hours of work for compositors shall not exceed forty-eight per week, and in cities and towns of the First Division shall be fixed by each employer subject to the special provisions hereinafter contained.

(*b.*) Where compositors are employed on an evening newspaper their hours of work shall be between 8 a.m. and 6 p.m.

(*c.*) Where compositors are employed on a morning newspaper their hours of work shall be regulated so as not to exceed eight in each day of twenty-four hours, but this shall not apply to compositors working on piecework.

(*d.*) In all other cases the hours of work shall be between 8 a.m. and 6 p.m. on five days of the week, and between 8 a.m. and noon on the day of the factory half-holiday.

(*e.*) In towns in the Second Division, and in all newspaper offices which publish a bi-weekly or tri-weekly newspaper, the hours of work shall not exceed forty-eight per week, and shall be regulated by each employer according to the requirements of his particular business, but so that any worker shall not be required to work more than thirteen hours (exclusive of meal-hours) in any one day of twenty-four hours.

Overtime.

5. For all time worked beyond the hours herein prescribed, overtime shall be paid at the rate of time and a half to wages-hands, and rate and a third to pieceworkers.

Holidays.

6. (*a.*) Any compositor or apprentice required to work in any jobbing office on Sunday, Christmas Day, or Good Friday shall be paid at double rate of pay. If required to work on New Year's Day, Anniversary Day (if observed as a general holiday), Easter Monday, Labour Day, or the birthday of the reigning Sovereign, he shall be paid a rate and a half, and he shall be paid the same rate for any work done in the City of Christchurch on Show Day.

(*b.*) The provisions of the foregoing clause shall apply to compositors engaged on any evening newspaper, except with regard to work done on Anniversary Day or Easter Monday.

(*c.*) Compositors engaged on a morning newspaper shall be paid double rates for any work done on the evening preceding Christmas Day, New Year's Day, or Good Friday, and rate and a half for any work done on the evening preceding Labour Day.

Female Workers.

7. (*a.*) Women may be employed during the hours permitted by the Factories Act at the same rates of pay and conditions of work as men.

(*b.*) This award shall not apply to any females at present employed in the trade.

Apprentices.

8. (*a.*) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rates of wages: For the first year, 10s. per week; for the second year, 15s. per week; for the third year, £1 per week; for the fourth year, £1 5s. per week; for the fifth year, £1 12s. 6d. per week; and for the sixth year, £2 per week. Apprentices shall be paid the following overtime rates: For the first year, 6d. per hour; for the next three years. 9d. per hour; and for the fifth and sixth years, 1s. per hour.

(*b.*) The period of apprenticeship shall be six years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship. The obligation of the apprentice to serve the employer shall be deemed a duty enforceable under this award.

(*c.*) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice, he shall give him a certificate for the time served, and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the original employer; and such employer shall be entitled to accept such transferred apprentice although he may already have the number of apprentices allowed by this award.

(*d.*) It shall not be obligatory on an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(*e.*) An employer taking an apprentice shall give notice thereof and the name of the apprentice to the Inspector of Factories within one month after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one month thereof give notice of such transfer to such Inspector.

(*f*.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(*g*.) When an apprentice is discharged for cause the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories.

(*h*.) Existing arrangements with or relating to apprentices now serving any employer may continue, provided that an employer wishing such arrangements to continue shall forward the names of his present apprentices to the Inspector of Factories within one month after the filing of this award; but it shall not be necessary to do so in connection with any apprentice who is serving under the provisions of any previous award of the Court, or under any indentures of apprenticeship made in accordance with the provisions of any such award.

(*i*.) No deduction shall be made from the wages of an apprentice except for time lost through the worker's illness or default, or on account of the temporary closing of the factory for cleaning or repairing the machinery; and the apprentice shall make up such lost time before the following year of his apprenticeship shall be deemed to commence, and the total period of his apprenticeship shall be extended for a period equal to such lost time.

(*j*.) The proportion of apprentices shall be as follows: One for the house, and one for each three or fraction of three journeymen employed.

Payment for Call.

9. (*a*.) When a compositor or apprentice has to come back after the completion of the day's or night's work, and notice has not been given to him during working-hours that he will be required to work overtime, he shall be paid a call of not less than 2s. 6d.

(*b*.) He shall be paid such call if after being required to work overtime an interval of two hours and a half shall elapse between the time of leaving work and the hour fixed for resuming work.

Casual Workers.

10. Where a worker is employed casually, he shall be paid for not less than a day's work. If not notified before the end of the day's work that he will not be required for the following day, he shall be paid for another day's work. If required to continue at work after the usual hour for closing, he shall be paid overtime at the rate herein prescribed for any time worked beyond the closing-hour.

General Conditions as to Piecework.

11. The following conditions shall apply to piecework:—

(*a*.) Two justifications or arrangements to constitute half-measure, one-third extra; three justifications or arrangements to take the charge of one-half extra; four or more justifications or arrangements to be charged double; braced matter to take the same charge as if each brace were a rule down the column.

(*b.*) All tables where matter precedes or follows which will not come into the measure in which the text of the work is set, and thus require to be made oblong, shall be charged by the measure in which the text is set and by the oblong depth of the table, the table being whited out on each side by the man who sets it, the whole to carry the extra charge. Should the table be the same or of greater depth than the measure in which the text is set, the charge will be upon the appearing lines.

(*c.*) Matter consisting of subscribers' names with sums of money run out, and names of horses with "stone" and "pound" run out to the end of the line, and all composition of the same description, takes no extra charge; but in matter which requires casting off for the purpose of ascertaining proper widths, whether such matter consists of words or figures, each width or ranging to be considered a column, with or without rules or headings.

(*d.*) Run-on figure matter (such as timber and wool sales and similar matter) to be charged one-third extra.

(*e.*) Titles, headings, or introductions to tables or tabular matter, not exceeding five lines, take the charge of the table to which they are attached; above five lines, no extra to be charged. The signature, date-line, and rule after table or tabular matter, if exceeding three lines, to be charged as common matter. The same rule to apply to introductions, &c., to articles set in more than one type.

(*f.*) In all cases where footnotes and headings to columns of tables are of equal or greater depth than three lines, such footnotes and headings to be charged as the type set in; while in the case of blank tables the body shall be charged as table of text.

(*g.*) The top and bottom rules of tables are charged as distinct lines; but cross-rules in the body of a table are only reckoned in the depth.

(*h.*) Matter set to less than 16 ems of its own body in width to be charged one-fourth extra; less than 10 ems of its own body, one-third extra.

(*i.*) Maori and all foreign languages to be charged not less than one-third extra; and in cases where Maori and foreign names occur in English composition, an extra charge of one-third shall be made upon such names. Matter of a technical or scientific character to be charged 2d. per thousand extra.

(*j.*) All advertisements set in type above the standard to be charged as standard. Stereotyped, process, or block advertisements to be charged by the compositor if he is required to justify the same. Justifications in advertisements to be paid for same as tabular work.

(*k.*) No undue advantage shall be permitted to one hand over another, and all advantageous matter shall be equitably divided in such manner as the piece-hands may decide.

(*l.*) All alterations from copy to be done by the house, or charged for every line passing through the stick, and all marks in revise not appearing in the first proof to be corrected by the house.

(*m.*) All kinds of composition in the English language shall be cast up at the standard rate per 1,000 en quads. Bastard founts to be cast up to the width of the smaller body of the founts to which they belong.

(*n.*) All matter with a border round, whether formed of rules or letters, or any special matter in the nature of a design, to be charged double.

(*o.*) No compositor shall be expected to search for galleys to drop on.

(*p.*) All lines for reading matter set away from the frame to be charged double.

(*q.*) When two compositors are required to compose from one copy, they shall charge one-third extra.

(*r.*) Instructions as to type, leads, &c., to be written on the first slip of copy.

(*s.*) General heads of articles and the rules after, rules in the middle of articles, half-doubles, or other rules at the end of articles, are to be charged by the compositor.

(*t.*) All leads, other than those used in making up, to be charged by the compositor, but if the matter composed solid shall be afterwards leaded by the house the value of the leads shall be the property of the piece companionship.

(*u.*) Piecework compositors shall not be casually called off piecework to compose matter on time.

(*v.*) Alterations from copy in the first proof to be charged at the rate of one line for every line affected by such alterations. Authors' proofs to be charged at the same rate, but not less than six lines to be charged for any author's proofs. The house shall be entitled to correct all revises or authors' marks.

(*w.*) No "take" to be charged less than six lines.

(*x.*) Standing advertisements are the property of the employer until they are given out for "dis." Alterations in standing advertisements must be charged in lines: where such alterations affect more than half the length of the advertisement, if under 12 in., or three-fourths if above 12 in., the whole to be given out as ordinary copy. All extensions to standing advertisements, whether by leading or whiting out, to be charged in lines by the compositor.

(*y.*) That bad copy (manuscript or other) shall carry an extra charge of one-third. Copy not properly sub-edited to rank as bad copy. The overseer shall adjudicate on bad copy.

EXTRA CHARGES.

Run-on Matter.—One-third extra.

Run-on matter of the following or similar description takes a charge of one-third extra :—

Ex Oriana, City of Adelaide, and Beltana.—Crystal Brook—48 geese at 8d., 32 at 9¾d., 4 grease fat lambs at 6¾d., 4 grease pieces at 5d., 12 bellies at 5¾d. Mul—25 grease crossbreds at 8d. Mulloorina—10d.

do., CN over YP 2 do.—all at 4½d. ; R in circle, 1 bellies, 3d. ; AH over N, 1 do., 3d. ; TG over A, 1 do. 3d., 1 lamb pieces, 3d. ; GN over YP, 1 pieces, 1¼d. : PI, 2do., 2¼d. ; JW over BARRANDILKE, 1 locks

£115 ; sec. 57, 216a., do., £3 sec. 58, 183a., do., £2 15s ; sec. 59, 210a., do., £2 15s. ; sec. 60, 185a., do., £2 16s. ; sec. 61, 235a., do., £2 5s. ; sec.

on Q Kt 2, P on Q R 2, P on Q Kt 2, P on K Kt 2, P on K R 2, P on K B 2. P on Q B 3, Q on Q 4. Black (Mr. Charlick)—K on Kt sq., R on K B 2. Kt on Q B 3, Pawns and Q R 2, Q Kt 2.

SECTIONS 89, 43, 91, 92, 98, 99, 100, 101, 102, 154, 156, 199, 200, 201, 209, 207, 208, 217, 218, 245, 247, 248, 263, 264, 334, 863, 164, 146, 161, 862, 165, 169, 167, 197, 198, 228, 222, 87, 382, 308, 309, 313, 84, 97, 64, 27, 157.

Ballarat Bank, b. £8. Band and Albion Consols, b. 78s. 6d., s. 80s., sales 79s., 79s. 6d. Berry Consols, b. £12 1s., s. £12 2s., sales, £12, £9 9s. Berry Consols Extended, s. 20s. Berry No. 1, b. 71s., 7s., 2s., sales, 1s. 6d., 19s., 9s. Black Horse United, s. 24s.

Messrs. G. and T. have sold at their rooms, Collins Street, the undermentioned timber at various prices :—811,256 ft. Tasmanian hardwood.

3 x 1, 4 x 9, 5 x 8, 6 x 1, 3 x 2, 4 x 2, 5 x 9, 6 x 2, 8 x 2, 9 x 2, 3 x 3, 4 x 3, 5 x 3, 6 x 3, 7 x 3, 8 x 3, 9 x 3, 10 x 3, 12 x 3, 14 x 3, 16 x 6 ; 2,000 ft. Kauri, 2 x 6, 3 x 6, 4 x 6, 5 x 6 ; and 10,000 ft. T. and G. flooring boards, 6 x ¾, 6 x 1.

Tabular and Column Matter.

(1.) *Two Columns.*—Two justifications or arrangements to constitute half-measure—one-third extra.

London	21 Hungerford Wharf.
Liverpool	55 Henry Street.
Manchester	37 Bowen Street.

(2.) *Three Columns.*—Three justifications or arrangements to take the charge of one-half extra.

Marlborough	Melbourne	May 10
Indian Queen	Sydney	May 29
Maid of Judah	Adelaide	May 30

(3.) *Four Columns.*—Four or more justifications or arrangements to be charged double.

Taylor	Maclise	Derwent	Payne
Fielding	Pickersgill	Hunt	Fox
Brown	Roberts	Leitch	Lewis

Two Columns.—One-third extra.

Merriman, Dr.	£1	1	0	Towers, John	£0	10	0
Halford, J.	1	1	0	Ince, W.	0	1	0
Cogswell, E.	1	1	0	Bunn, R.	1	1	0

London and Newcastle	£6	10	0	£5	5	0
Worcester, Gloucester, Oxford	6	6	0	5	5	0
Birmingham and Leamington	4	9	8	6	2	0

	Age.	st.	lb.		Age.	st.	lb.
Indian Warrior	5	8	4	Mouser	3	5	8
Little John	4	7	8	Kidnapper	3	5	9
Cobnut	4	7	6	Flying Buck	3	5	6

Mr. Abbot, Benjamin
., Alton, John
.. Abbot, George

Mr. Levy, Sòlomon
,, Lewey, Joseph
,, Lewey, Phillip

PRICE, ONE SHILLING AND SIXPENCE.

1. THE JUNIOR CLERK: a Tale of City Life. By EDWD. HODDER. New Edition.
2. THE BIBLE STORY-BOOK. By REV. JAMES DRAPER. Thirteenth Edition. Engravings.

Blue Cloth No. 1	60,000 yds.
Blue Cloth No. 2	25,000 ,,
Puck	520,000 ,,

Bronze lamps, full size	£1 0 0
,, ,, half ,,	0 10 0

Chap.	XLVI.	Arthur deals with Kriegshurm's Assassins.
,,	XLVII,	The Plenipotentiary arrives at Turin.
..	XLVIII.	The Preliminaries to the Treaty of Turin.
..	XLIX.	The King comes out to marshal them.

CONTENTS FOR JUNE.

I. Birds of Prey. A Novel. By the Author of "Lady Audley's Secret," &c. Illustrated by M. Ellen Edwards.
II. The Dinner at Richmond. Illustrated by Alfred Thomson.
III. Bric-a-Brac Hunting. By Major Byng Hall.

LIVERPOOL GRAND NATIONAL.

10 to 1 agst Daisy (off, 100 to 9 t and w)
100 to 7 — Moose (t)

25 to 1 agst Clansman (t and off)
30 to 1 — Astralabe (t)
30 to 1 — Helen (t)

GOVERNOR'S PRIZES.

Latin Prose	Irwin Giles
Greek Verse	Verrall
Latin Verse (Master's Prize)	Irwin

Three Columns.—One-half extra.

	Benevolent Fund.	Foundation.	Annual.
John Smith, Esq.	10 7 6	16 0 0	5 0 0
Henry Thompson, Esq.	100 0 0	..	40 0 0
Sir John Harriott	..	20 3 6	2 2 0

Year.	Number of Births.	Births per 1,000 of the Population.
1882	19,009	37·32
1883	19,200	36·28
1884	9,846	35·91
1885	19,693	34·35
1886	29,299	33·15

Yacht.	Tons.	Owner.
Coquett	26	Frederick Smalley.

INCE BUNKELL CUP, for all ages.

Mr. Harlewood's bl w Happy Jane, by Pugilist	beat	Mr. Wright's b w May Queen, by Chabdurn

Table.—Double.

	No.	£	s.	d.	£	s.	d.	£	s.	d.
Premiums received ..	37	11,160	6	10						
Proposals completed and Policies issued	2	7,530	0	0	151	0	5	251	0	0

Bonds of Letter B.

16095	18369	35728	35049	40391	543359	576909	689309
16096	18401	35729	47890	48743	555679	577539	639349

Bonds—Numbers forfeited.

12,578	3,867	3,786	1,384
3,456	3,746	3,654	4,456

Stat.	Yacht.	Tons.	Owner.
No. 1	Alarm	20 ..	George Chamberlain.

No.		Votes.	No.		Votes.
9	Addison, James ..	987	15	Bentley, John ..	998
10	Mace, Charles	1,093	14	Edmunds, Joseph ..	1,001

Yrs.	Name.	st.	lb.	Yrs.	Name.	st.	lb.
2 ..	John	6	6	3 ..	Pickering ...	6	8
1 ..	George	6	4	2 ..	James ..	6	6

PART III.—GENERAL CONDITIONS APPLICABLE TO MACHINE AND HAND WORK.

Weekly Wage.

1. Where a weekly wage is fixed by this award it shall not be subject to any deduction save for time lost through holidays or through the sickness or default of the worker.

Under-rate Workers.

2. (*a*.) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of such worker, after due notice to the local Typographical Union, by the local Inspector of Factories or such other person as the Court may from time to time appoint for that purpose; and such Inspector or person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(*b*.) Such permit shall be for such period, not exceeding six months, as such Inspector or person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Facotries of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

3. (*a.*) If any employer shall hereafter engage any worker who shall not be a member of any recognized printing-trade union, and who within one month after his engagement shall not become a member of an industrial union of workers belonging to the said Workers' Association, and remain a member thereof, the employer shall dismiss such worker from his service if requested to do so by the local union, provided there is then a member of such union who is equally qualified with the non-member to perform the particular work required to be done and ready and willing to undertake the same. This clause shall not apply to any female workers.

(*b.*) The provisions of the foregoing clause shall operate if and only so long as the rules of the unions forming the said Workers' Association shall permit any person of good character and sober habits, and employed as a compositor or machine operator in the printing trade, to become a member of the said unions upon payment of an entrance fee not exceeding 5s. upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Scope of Award.

4. This award, which is made under the provisions of section 4 of the Industrial Conciliation and Arbitration Amendment Act, 1911, shall operate throughout all the industrial districts of the Dominion.

Term of Award.

5. This award shall come into force on the 2nd day of December, 1912, and shall continue in force until the 31st day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 31st day of October, 1912.

W. A. SIM, Judge.

MEMORANDUM.

The only parties to this dispute are two industrial associations, and, as they agreed on the place of hearing, the Court has been able to exercise the jurisdiction conferred by the Amendment Act of 1911 by making one award to operate throughout all the industrial districts of the Dominion.

The award has been divided into three parts. Part I deals with machine work. The wages fixed in this part for linotype-operators on daily newspapers in the Cities of Auckland, Wellington, Christchurch, and Dunedin have been fixed at £3 14s. for day operators and £4 2s. for night operators. These are the wages now being paid by agreement between the employers and the workers in the newspaper offices in these centres. Part II of the award deals with hand work. Part III contains general provisions relating to both machine work and hand work.

The Workers' Association asked the Court to make provision in the award for readers. It might have been possible to provide for them in the four large cities, but the Court found it quite impossible to provide for them in other parts of the Dominion. In most printing-offices in the country there is no regular reader employed. Reading is done sometimes by a compositor, sometimes by the employer, sometimes by a reporter, and sometimes by a youth.

W. A. Sim, Judge.

WELLINGTON INDUSTRIAL DISTRICT.

(2625.) WELLINGTON, PALMERSTON NORTH, MASTERTON, FEILDING, AND LEVIN DRIVERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Wellington Drivers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Bakers—
- Angell, W., Johnsonville.
- Auty, R., Porirua.
- Benyon, C. H., Petone.
- Bowden, A. W., Petone.
- Clough, L., Lower Hutt.
- Cook and Son, Johnsonville.
- Eason and Son, Johnsonville.
- Godber, J., Cuba Street, Wellington.
- Isaac, W., and Son, Vivian Street, Wellington.
- Kellow, W. A., Taranaki Street, Wellington.
- Meyer, F., Brooklyn.
- Meyrick and Lawrence, Lower Hutt.

Bakers—*continued.*
- Pickard and Jones, Lambton Quay, Wellington.
- Rowell, G. H., Petone.
- Reid, J., Hopper Street, Wellington.
- Reid and Frederico, Webb Street, Wellington.
- Stanbridge and Dawson, Hopper Street, Wellington.
- Sedgwick Bros., Karori.
- Taylor, W., and Son, Adelaide Road, Wellington.
- Tonks, W., and Son, Herbert Street, Wellington.
- The Wellington Master Bakers' Industrial Union of Employers, Wellington.
- Witten, W. G., Lower Hutt.
- Williams, G. H., Lower Hutt.

Bricklayers—
- Biggs, Henry, Hopper Street, Wellington.

Brickmakers—
- Cooper and Son, Berhampore.
- Hill, H., Rolleston Street, Wellington.
- Hutson, P., and Co. (Limited), Wallace Street, Wellington.
- Murphy, Mrs., Taranaki Street, Wellington.
- Tonks, E., Webb Street, Wellington.
- Wellington Brick and Tile Company, Brooklyn.

Brewers—
- McCarthy, T. G., Tory Street, Wellington.
- Sharpe Bros., Cornhill Street, Wellington.
- Simmonds and Osborne, Adelaide Road, Wellington.
- Staples and Co. (Limited), Murphy Street, Wellington.
- Stent and Co. (Limited), Quin Street, Wellington.

Carriers—
- Barley, F., Taranaki Street, Wellington.
- Chatfield, William, Berhampore.
- Campbell, John, South Road, Berhampore.
- Clark, J., Ngahauranga.
- Connor, G. W., Clyde Quay, Wellington.
- Carroll Bros., Adelaide Road, Wellington.
- Carswell, John, Minerva Street, Wellington.
- Cottrell, Joseph, Majoribanks Street, Wellington.
- Cooley, J. E., Mitchelltown.
- Curtis, J. J., and Co. (Limited), Customhouse Quay, Wellington.
- Collie, J. I., c/o A. S. Paterson and Co., Cuba Street, Wellington.
- Elliott, J. J., Owen Street, Wellington.
- Fletcher, R., and Co., Panama Street, Wellington.
- Griffin and Waters, Karori.
- Goode, Samuel, Maranui.
- Innis, H., Cambridge Terrace, Wellington.
- Ivory, Charles, Upper Adelaide Road, Wellington.
- Jackson, T. E., Kilbirnie.

Carriers—*continued.*
- Johnson, James, Tattersalls, Cambridge Terrace, Wellington.
- Keir, J., Featherston Street, Wellington.
- Legg, E., Bidwell Street, Wellington.
- Lamberg, Frederick, Kilbirnie.
- Lamberg, Julius, Kilbirnie.
- Munt, Cottrell, and Co. (Limited), Grey Street, Wellington.
- Marshall, F., Worser Bay.
- Moore and Son, Maranui, Wellington.
- Moore, Mrs., and Son, Maranui, Wellington.
- New Zealand and Colonial Carrying Company, Customhouse Quay, Wellington.
- New Zealand Express Company, Customhouse Quay, Wellington.
- O'Brien and Co., Featherston Street, Wellington.
- Orr, Allan, and Son, Island Bay.
- Pell, Thomas, Karori.
- Reeve, A., Rintoul Street, Wellington.
- Smith, W. H., Hall Street, Wellington.
- Standen, W. C., Berhampore.
- Selway, Joseph, c/o Johnson and Co., Featherston Street, Wellington.
- Tonks, E. E., Kilbirnie.
- Wilson, James, Palm Grove, Berhampore.
- Waldie, Mr., Brooklyn.
- Walker, Frank H., Kilbirnie.
- Wright, A. C., and Co., Petone.
- Wellington Employers' Association, Wellington.

Carriers (Petone and Hutt)—
- Brocklehurst, George, Petone.
- Clarke, Leonard, Lower Hutt.
- Dyke, J. V., Nainai, Lower Hutt
- Gosse, P. H., Lower Hutt.
- Gosse, Charles, Lower Hutt.
- Jacobsen, J., Beach Street, Petone.
- McEwen and Carter, Petone.
- Maxted, Mrs., Nelson Street, Petone.
- Peters and Son, Lower Hutt.
- Peck, A., Nainai, Lower Hutt.
- Simpson, F., Lower Hutt.

Carters—
- Bray, Samuel, Island Bay Road, Wellington.
- Bell, William, Hanson Street, Wellington.
- Gillon, D., Green Street, Wellington.
- Holder and Smith, Brooklyn.
- McAteer, John, Edinburgh Terrace, Wellington.
- Maxwell, J., Petone.
- O'Neil, D., Waripori Street, Wellington.
- Smith, Charles, Happy Valley.
- Smith, George, Brooklyn.
- Wilson, James, Berhampore.

Carters (Lower Hutt)—
- Coffey, Timothy, Alicetown, Lower Hutt.
- Kershaw, F., Lower Hutt.
- Lee, Alexander, Hutt Road, Lower Hutt.
- O'Connell, Mrs. C., Camp Road, Lower Hutt.

Coal-dealers—
- Andrews, D., Tory Street, Wellington.
- Brown, Samuel (Limited), Johnson Street, Wellington.
- Gaudin, W. J., Ghuznee Street, Wellington.
- Greymouth - Point Elizabeth Coal Company, Victoria Street, Wellington.
- Jones and Co., Clyde Quay, Wellington.
- Murray, J. J., Adelaide Road, Wellington.
- Martin, J. A., Kent Terrace, Wellington.
- McAteer, J., Luxford Street, Wellington.
- Sinclair, Mrs., Courtenay Place, Wellington.
- Thompson Bros. (Limited), Dixon Street, Wellington.
- Kelloway, J., Adelaide Road, Wellington.
- Westport Coal Company, Dixon Street, Wellington.

Coal-dealers (Petone and Hutt)—
- Barnard, J., Lower Hutt.
- Cleudon Bros. and Bull, Lower Hutt.
- Gaynor, J., Union Street, Petone.
- Horsfall, W., Tory Street, Petone.
- Jones, G., and Son, Hutt Road, Petone.
- King Bros., Nelson Street, Petone.
- Packwood, G., Jackson Street, Petone.
- Parker and Sons, Regent Street, Petone.
- Trueman, W., Britannia Street, Petone.
- Woolridge, J., Lower Hutt.
- Jacobsen, J., Petone.
- Jones, George, Petone.
- Prier, Mr., Petone.
- Price, R., Lower Hutt.

Cordial-manufacturers—
- Bacon and Co. (Limited), Little Taranaki Street, Wellington.
- Bennett and Ready, Dixon Street, Wellington.
- Phœnix Aerated-water Company, Thorndon Quay, Wellington.
- Smith and Reid, Adelaide Road, Wellington.
- Thomson, Lewis, and Co., Tory Street, Wellington.

Contractors—
- Carmody, P., Mitchelltown.
- Pitcaithly and Co., Glasgow Wharf.
- Trevor and Sons (Limited), Adelaide Road, Wellington.
- Wilson, William, Constable Street, Wellington.

Contractor (metal)—
- Hayes, Mrs., Aro Street, Wellington.

Contractors (road)—
- Meyer and Illingworth, Taranaki Street, Wellington.
- Nimmo, W. H., Molesworth Street, Wellington.

Confectioners—
    Cain, L., Courtenay Place, Wellington.
    Diamond Confectionery Company, Cuba Street, Wellington.
    Thornton, Mrs., Manners Street, Wellington.
Fish-merchants—
    Hawke's Bay Fish Company, Courtenay Place, Welington.
    Fresh Food and Ice Company, Dixon Street, Wellington.
    Wellington City Corporation, Wellington.
    Petone Borough Council.
Fishmongers—
    Ferandos, N., Lambton Quay, Wellington.
    Hurcomb and Son, Cuba Street, Wellington.
    Napier Fish Company, Cuba Street, Wellington.
Furniture-manufacturers—
    Scoullar and Co., Lambton Quay, Wellington.
Grain-merchants—
    Rowe and Sons, Cuba Street, Wellington.
    Roberts, T. A., Manners Street, Wellington.
    Townsend and Paul, Allen Street, Wellington.
    Sharp, J., Petone.
Ironmongers—
    Bonthorn and Wilson, Petone.
    Briscoe and Co., Victoria Street, Wellington.
    Winder, George, Cuba Street, Wellington.
Laundry-keepers—
    Excelsior Laundry Company, Holland Street, Wellington.
    Moncrieff, Mrs., Tory Street, Wellington.
    Morris, J., Daniel Street, Wellington.
    Victoria Laundry Company, Hanson Street, Wellington.
    Walters, W., Brooklyn.
Laundries (Petone)—
    Couchman, Mrs., Tory Street, Petone.
    Dolling, G. A., Esplanade, Petone.
    Upton, O., Manchester Street, Petone.
Painters—
    Martin, R., Manners Street, Wellington.
    Tingey, R. and E., Manners Street, Wellington.
Plumbers—
    Ballinger Bros., Waring Taylor Street, Wellington.
    Ballinger, T., and Co. (Limited), Victoria Street, Wellington.
Slaughtermen—
    Gadsby Bros., Lower Hutt.
    Gear Meat Company, Lambton Quay, Wellington.
    Rod, J., Johnsonville.
    Wellington Meat Export Company, Lambton Quay, Wellington.
    Wilton, G. R., Adelaide Road, Wellington.
    McCallum, M., and Co., Ngahauranga.
    Moore, A., Ngahauranga.

Timber-merchants—
- Easson and Co., Kilbirnie.
- Evans Bay Timber Company, Kilbirnie.
- Odlin, C. and A., Jervois Quay, Wellington.
- Stewart Timber, Glass, and Hardware Company (Limited), Courtenay Place, Wellington.
- Westland Timber Company, Constable Street, Wellington.

Timber-merchants (Lower Hutt)—
- Bailey and Co., Hutt Road, Petone.
- Pryde and Son, Lower Hutt.
- Strand Bros., Lower Hutt.
- Udy, H., Petone.

Undertakers—
- Flyger and Co., Cuba Street, Wellington.
- Morris, H., jun., Taranaki Street, Wellington.
- Wilson, R. H., Adelaide Road, Wellington.

Miscellaneous—
- Anderson, E., china-merchant, Willis Street, Wellington.
- Burns Soap Company, Kaiwarra.
- Bing, Harris, and Co., Victoria Street, Wellington.
- Chote, W. A., lime-merchant, Mercer Street, Wellington.
- Dymock and Co. (Limited), bacon-curers, Ngahauranga.
- Empire Hotel Company, Willis Street, Wellington.
- Gilmer, S., Royal Oak Hotel, Wellington.
- Hildreth and Son, waste-product merchants, Lorne Street, Wellington.
- Hirst and Co., tanners, Kaiwarra.
- Matthews, David, milk-carter, Makara.
- Mabey, Job, Taitai, Lower Hutt.
- New Zealand Candle Company, Kaiwarra.
- Nelson, J., waste-product merchant, Dixon Street, Wellington.
- Patent Slip Company, Evans Bay.
- Pointon, E. G., sash and door manufacturer, Hutt Road, Petone.
- Sharpe, J., bus-proprietor, Lower Hutt.
- Sammons, A., bus-proprietor, Lower Hutt.
- Te Aro House Company, Cuba Street, Wellington.
- Taylor, E. T., bottler, Courtenay Place, Wellington.
- Tyer, A., tanner, Kaiwarra.
- Wellington Gas Company (Limited), Courtenay Place, Wellington.
- Ivory, Mrs., Adelaide Road, Wellington.
- Barber and Co., dyers, Cuba Street, Wellington.
- Cook, Thomas, cooper, Petone.
- Burns and Co., soap-makers, Petone.

Feilding.

Bakers—
- Dalton, —.
- Gould, —.
- Matthews, —.
- Whitehead Bros.

- Carriers—
  - Carnish, J.
  - Garlick, A. M.
  - Hannett, A.
  - Jones, W. J.
  - Meehan, F.
  - Macfarlane, J.
  - Wells, G.
- Coal and firewood dealers—
  - Sheppard Bros.
- Contractors—
  - Bowler, R.
  - Jackman, —.
- Cordial-manufacturers—
  - Belle and Co.
- Flour-millers—
  - Hodder and Tolley.
- Grocers—
  - Bramwell Bros.
  - Darrah, J.
- Sawmillers—
  - Manawatu Timber Company.
  - Feilding Borough Council.

Rongotea.

- Brickmakers—
  - Brown, W. H.
  - Rongotea Building, Firewood, and Coal Company.
- Grocer—
  - Cave, —.
- Grocers and bakers—
  - Honore, W. J.
  - Lander Bros.

Ashhurst.

- Baker—
  - Trass, C.
- Carrier and grocer—
  - Bauckham, W.
- Carrier—
  - Bolton, —.
- Contractors—
  - Blux, A.
  - Gardiner, T.
  - Grammer, T.
  - Laurence, J.
  - Lovelock Bros.
- Contractor and bus-proprietor—
  - Hanlon, P.
- Grocer—
  - Smith, J.

Palmerston North.

West Coast Steamship and Trading Company, George Street.

- Auctioneers—
  - Abraham and Williams, Rangitikei Street.
  - Palmer, H., King Street.
- Bacon-curer—
  - Martin, —, Queen Street.
- Bakers—
  - Butzbach, A., Main Street.
  - Chalker, D., Waldegrave Street.
  - Croucher, Henry, The Square.
  - Dustin, —, The Square.
  - Edward, W., Grey Street.
  - Everett, —, Cuba Street.
  - Glover, J., Main Street.

Bakers—*continued.*
- Gosper, W., Main Street.
- Hancock, W. H., Terrace End.
- Hughes, H. J.
- Johnson, M., Main Street.
- Whitehead, A. E., Main Street.

Brewers—
- Burton Brewery Company, Ferguson Street.
- Gattche Bros., Rangitikei Street.

Brickmakers—
- Prentice, E., Boundary Road.
- Trevor, E., Boundary Road.

Builders—
- Dufresne, H., Main Street.
- Hopwood, J., Princess Street.

Carter—
- Bambry, S., Cook Street.

Carriers—
- Bambry Bros., Domain Street.
- Brougham Bros., Princess Street.
- Coley, A., Church Street.
- Cottam, J., Cuba Street.
- Flyger, H. T., King Street.
- Guy, Henry, Snelson Street.
- Hunt, S. T., Ada Street.
- Hutchins, A., Linton Street.
- Jones, E., North Street.
- Lind and Sons, Terrace Street.
- Leud and Sons, G., Terrace Street.
- McCafferty, P., Kairanga Road.
- McVeigh, D., Cuba Street.
- Madden, J. J., Monrad Street.
- Mayo, G., Brightwater Terrace.
- New Zealand Express Company, George Street.
- Penman, E., Roy Street.
- Podjussky, C., College Street.
- Primmer, B., North Street.
- Reynolds, G., Botanical Road.
- Rodgers, T. C., Ferguson Street.
- Wagstaff, H. A., Cook Street.
- Ward, G., Taonui Street.
- Wilds, E. A., Woods Street.

Contractors—
- Andrews, T., Scandia Street.
- Brett and Hocking, Main Street.
- Hockin, J., College Street.
- Lane, J., Hokowhitu.
- McCarty, G., Cuba Street.
- Smith, W., Alexandra Street.

Cordial-manufacturers—
- Bell and Co., Rangitikei Street.
- Carson, A., Grey Street.
- Dixon, E. S., Fitzherbert Street.
- Sharpe Bros., Queen Street.

Fishmongers—
- Ball, W. T., Church Street.
- Barne Bros., Main Street.
- Carean, J., Main Street.

Furniture-manufacturer—
- Pegden, W., The Square.

Furnishers—
- Hillmer and Gilchrist, The Square.

Grocers—
- Boon, W., Broad Street.
- Bradfield, C. A., The Square.
- Butler, Mrs., and Sons, Grey Street.
- Campbell and Worrah, The Square.
- Carson, A. J., Main Street.
- French, T. E., Fitzherbert Street.
- Haydon Bros., Broad Street.
- Holbrook, —, The Square.
- Horn, J., Cuba Street.
- Millar, G., Cuba Street.
- Morris and Watt, Cuba Street.
- Paget, —, Rangitikei Street.
- Romland, J. R., Main Street.
- Sheppard, F. J., Rangitikei Street.
- Sinclair, J., Main Street.
- Tregurtha, C., Main Street.
- Watson Bros., The Square.
- Woodroffe and Co., Main Street.
- Worral, H. A., The Square.
- Young, W., Main Street East.

Laundrymen—
- Larsen, —, Terrace End.
- Mann, W.

Merchants—
- Cook, W., and Son, Main Street.
- Gauman and Co., Church Street.
- Goldingham and Beckett, King Street.
- Palmerston Sash and Door Company, Main Street
- Tiratu Sawmilling Company, Rangitikei Street.
- Union Timber Company, Main Street.

Music-dealers—
- Leary and Dixon, The Square.
- Palmerston North Borough Council, The Square.
- Palmerston North Gas Company, The Square.

- Pastrycooks—
  - Brook, —, Main Street.
  - McKenzie, —.
- Plumbers—
  - Holben and Kirk, Rangitikei Street.
  - Lessington and Watson, Taonui Street.
- Timber-merchants—
  - Sollett Bros., East Street.
- Wood and coal merchants—
  - Archer, W., Lombard Street.
  - Bowman, H. L., Main Street.
  - Law and Bowman, Main Street.
  - Mardon, —, Joseph Street.
  - Phealan, —.
  - Scott, E., Grey Street.
  - Walther and Yortt, Main Street.
  - Westport Coal Company, Main Street.
  - Yortt, Walther, Main Street.

Levin.

- Bakers—
  - Follett, J.
  - Scott, J. W.
- Builders—
  - Wilson, W.
  - Douglas, G. K.
  - Pringle, W.
  - Whittaker, J.
- Brickmakers—
  - Brick Company (J. Craig, secretary).
- Carriers —
  - Corsan, J.
  - Galleshan, J.
  - Levin Carrying Company.
  - Wollett, W.
- Carrier and cab-proprietor—
  - Hook, A.
- Carter—
  - Wakefield, W.
- Contractors—
  - Banks, George.
  - Swanson and Bevan.
- Grocers—
  - Broome, T.
  - Gibson, J. W.
  - Hudson and Marriott.
  - Keys, H. E.
  - Milne, George.

Masterton.

- Bakers—
  - Allpass, James S. J., Queen Street.
  - Patrick, L. McD., Pine Street.
  - Anstice, Edward, Queen Street.
  - Mackay, John, and Son, Kuripuni.
  - Wickens, James, and Son, Lincoln Road.
- Brewer—
  - Burridge, W., Eagle Brewery, Queen Street.
- Brick-manufacturers—
  - Lansdowne Brick Company, Presston.

Builders—
- Hope and Welch, Lansdowne.
- King, F., and Son, Church Street.
- Rigg Bros., Kuripuni.

Carriers—
- Corlett, W., Bannister Street.
- Fly and Young, Bannister Street.
- Gallagher, Michael, River Road.
- Whittaker, Walter, Pine Street.
- Forman, S.
- Pinkey Bros.
- Andrews, James, George Street.
- Devonport, John, South Road.
- Wooding, Harry, Pine Street.

Cement and pipe manufacturers—
- Cement and Pipe Company (F. Evans, manager).

Contractors—
- Culloty, B., Te Oreore.
- Tinsley, Jack, Walton's Avenue.
- Kearns, Martin, Akura.
- McLachlan Bros., Te Oreore.

Cordial-manufacturers—
- Dixon, Joseph, Chapel Street.
- Gunn, A., Queen Street.
- Rosson, William, Chapel Street.

Farmer—
- Buick, R., Opaki.

Flour-millers—
- Chamberlain Bros., Albert Street.

Grocers—
- Allen, J., Queen Street.
- Gidings, A. J., Queen Street.
- Graham, John, and Co., Queen Street.
- Heron, George, Chapel Street.
- S.P. Co-operative Store (—, Delaney, manager), Queen Street.
- Wairarapa Farmers' Co-operative Association, Chapel Street.
- Watson and Co., Queen Street.
- Whittaker, James, Queen Street.
- Masterton Borough Council.

Merchants—
- Perry, G. W., and Co., Perry Street.
- Dalgety and Co., Queen Street.
- Levin and Co., Chapel Street.

Meat-works—
- Wellington.

Timber-merchants—
- Coradine and Whittaker, Queen Street.
- Daniel, C. E., Queen Street.
- Gardiner Bros., Dixon Street.
- Pragnell Bros., Chapel Street.

Wood and coal merchants—
McGrath, E., and Co., Lincoln Road.
Oliver, W., Pine Street.
Moss, J., Walton's Avenue.
Stains, Frank, Hessey Street.
Vibert, J., Villa Street.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 4th day of November, 1912, and shall continue in force until the 18th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 18th day of October, 1912.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. (*a*.) Except where otherwise provided, a week's work shall not exceed forty-eight hours, exclusive of the time required for necessary attendance to horses, which shall not exceed eight hours in any one week.

(*b.*) Any work other than attendance to horses done before 7 a.m. or after 7 p.m. shall be paid for at overtime rates as hereinafter specified, whether or not the weekly limit shall have been exceeded.

(*c.*) The foregoing provisions shall not apply to workers whose hours of work are prescribed by the Shops and Offices Act.

(*d.*) Employers shall be at liberty to make special arrangements as to their hours of work with drivers attending early and late trains and steamers, or employed in the collection or delivery of mails.

(*e.*) Employers shall be at liberty to make special arrangements as to their hours of work with drivers making trips beyond the limits fixed for the operation of this award with drivers employed in connection with town and suburban parcels or furniture-delivery, meat-works, abattoirs, and stone-quarries, and at sand and gravel carting, or nightsoil and municipal scavengering work, provided that in each case the total number of hours of work in the week as hereinbefore prescribed shall not be exceeded, and in the case of these drivers overtime shall only be paid for any time worked in any week in excess of the hours herein prescribed.

(*f.*) The hours of drivers employed by aerated-water and cordial makers shall be forty-eight hours per week during the months of April to October inclusive, and sixty hours per week during the rest of the year. These hours shall include time occupied in necessary attendance to horses.

(*g.*) One hour shall be allowed for dinner, if feasible.

(*h.*) The employer shall provide a time-book, in which each driver shall enter daily the total hours for which he is entitled to be paid, stating the overtime (if any). The employer shall within twenty-four hours have the time verified and the book initialled.

Wages.

2. (*a.*) The minimum wages for drivers shall be as follows: For those driving and attending to one horse, £2 8s. per week; for those driving and attending to two or more horses, £2 12s. per week.

(*b.*) These wages shall extend to and cover attendance to horses on Sundays, week-days, and holidays, subject to the limit hereinbefore prescribed.

(*c.*) No deduction shall be made from such wages for any cause save for time lost through the worker's own default or sickness.

Casual Drivers.

3. (*a.*) Casual drivers shall be paid at the rate of 1s. 1½d. per hour for a driver driving and attending to one horse, and at the rate of 1s. 3d. per hour for a driver driving and attending to two or more horses. Overtime shall be paid to such drivers at the respective rates of 1s. 3d. and 1s. 6d. per hour, and shall commence

after nine and a half hour's work shall have been worked in any one day. In the case of casual drivers the whole time worked, including time attending to horses, is to be computed as time or overtime, as the case may be.

(*b*.) A worker shall be deemed to be a casual driver who is not employed continuously for one week or more.

(*c*.) For work done on Sunday, Christmas Day, or Good Friday a casual driver shall be paid at the rate of 2s. 6d. per hour, save for the time attending to horses, which shall be paid for at the ordinary rate.

Employment of Youths.

4. (*a*.) Except where otherwise expressly provided, employers shall be at liberty to employ youths above the age of eighteen years at not less than the following wages: From eighteen to nineteen years, £1 5s. per week; from nineteen to twenty years, £1 10s. per week; from twenty to twenty-one years, £1 15s. per week.

(*b*.) The number of youths so employed shall not exceed one to each employer, firm, or company employing one driver, and one for each complete four additional drivers.

(*c*.) Employers who carry on business as bakers shall be at liberty to employ youths at not less than the following wages: Under the age of eighteen years, 12s. 6d. per week and found, or £1 per week dry pay; from eighteen to nineteen years, 15s. per week and found, or £1 2s. 6d. dry pay; from nineteen to twenty years, 18s per week and found, or £1 8s. dry pay; from twenty to twenty-one years, £1 per week and found, or £1 10s. dry pay.

(*d*.) The number of youths to be employed under the last preceding clause shall not exceed one to each employer employing not more than one driver, and one to each complete additional three drivers: Provided that any employer who is unable to find employment for a fully paid driver may employ one youth.

(*e*.) The minimum weekly wage prescribed by this clause shall be deemed to extend to and cover attendance to horses on Sundays, week-days, and holidays, subject to the limit hereinbefore prescribed.

(*f*.) The rate of overtime and payment for work done on holidays for youths shall be as follows: Under twenty years of age, 9d. per hour; twenty years of age and over, 1s. per hour.

Holidays.

5. (*a*.) The following shall be the recognized holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Anniversary Day (if observed as a public holiday), birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

(*b*.) When any of these holidays is generally observed on any other day such other day shall be deemed to be the holiday for the purposes of this award.

(*c.*) Any employer may substitute another day for the birthday of the reigning Sovereign or Boxing Day.

(*d.*) The holidays for drivers working for employers whose principal business is governed by another award shall be the holidays provided in such other award.

(*e.*) Drivers employed by fishmongers, laundrymen, and aerated-water and cordial makers may be required to serve customers on holidays without extra payment, but the employers shall so arrange their business that the smallest amount of work reasonably practicable shall be done on such days. The time so occupied shall count as part of the week's work specified in clause 1 hereof.

(*f.*) For work done on Sunday, Christmas Day, or Good Friday, other than attendance to horses, drivers shall be paid at the rate of not less than 2s. per hour. For work other than attendance to horses done on any of the other holidays mentioned in this award drivers shall be paid at the rate of not less than 1s. 3d. per hour. The above payments shall be in addition to the weekly wages.

Overtime.

6. Overtime shall be paid for at the rate of 1s. 3d. per hour for all time worked beyond the hours prescribed in clause 1 hereof.

Drivers' Duties.

7. It shall be part of the ordinary duty of a driver to assist when required in loading and unloading his employer's vehicles, and his employer may employ him at other than carting-work for the purpose of filling in time.

Stable-work.

8. In all stables where fourteen or more horses are kept the employer shall provide a man whose duties shall be to keep the stables clean and mix the feed. The drivers shall in turn take a "week on" to assist him in feeding and watering all horses, subject to the provisions of clause 1 of this award

Boarding.

9. An employer may enter into an agreement with a driver to provide him with suitable board and lodging, and to deduct the price thereof from his wages at a rate not exceeding 17s. per week.

Payment of Wages.

10. Wages, including overtime, shall be paid weekly or fortnightly on a day to be from time to time fixed in advance by the employer.

Term of Engagement.

11. In the case of workers other than casual hands a week's notice of dismissal or of resignation shall be given by the employer or the worker, but this shall not prevent any employer from dismissing any worker for good cause.

Under-rate Workers.

12. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker, after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and arguments as the union and such worker shall offer.

(*b.*) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

13. (*a.*) In the event of any employer hereafter engaging any worker, other than a youth, who shall not be a member of the union, and who within fourteen days after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union who is equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

(*b.*) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any person of good character and sober habits who is employed as a driver to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Matters not provided for.

14. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Inspector of Awards may appeal to the Court upon giving notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Exemptions.

15. (*a.*) This award shall not apply to any employer, although named as a party hereto, who is bound by the provisions of any other award in relation to drivers employed by him.

(*b.*) Employers of drivers of vehicles and teams used by agricultural and sheep farmers, nurserymen, and orchardists, exclusively for work in connection with their farms or orchards, or for carting goods produced on or for the use of such farms or orchards, are exempt from the conditions of this award.

(*c.*) The provisions of this award shall not apply to livery-stable keepers, coach, bus, or cab proprietors, medical men, or to dairymen when engaged in delivering milk to customers.

(*d.*) The provisions of this award shall not apply to drivers employed solely in connection with the business carried on in meat-works and freezing-works.

(*e.*) The provisions of this award shall not apply to country sawmillers so far as relates to the cartage of timber from their sawmills to their own yards, or contracts, or to railway-trucks.

Applications for Exemptions.

16. The Court reserves to itself power to exempt from the operation of this award any employer named as a party hereto who has not been joined as a party to any previous award in connection with drivers, and who is engaged in any business which has not been brought under the operation of any such previous award.

Existing Contracts.

17. The provisions of this award shall not apply to any work done in connection with contracts entered into before the 1st day of September, 1912, and uncompleted, but an employer shall not be entitled to the benefit of this clause unless he shall, within one month from the date on which this award is filed, give to the local Inspector of Awards notice in writing of the contracts in respect of which he claims exemption, stating the date of such contract, the name of the person or body with whom the same has been made, and the nature of the work and where the work is to be performed.

Scope of Award.

18. The operation of this award is limited to the area lying within a radius of twenty miles from the Chief Post-office in the City of Wellington, and to the areas lying within a radius of ten miles from the Chief Post-office in each of the towns of Masterton, Levin, Palmerston North, and Feilding.

Term of Award.

19. This award shall come into force on the 4th day of November, 1912, and shall continue in force until the 18th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 18th day of October, 1912.

W. A. Sim, Judge.

MEMORANDUM.

It was proposed by the Drivers' Federation to apply for a Dominion award under the Act of 1911, but, owing to the defective legislation on the subject, this was found to be impossible. Applications for local awards were made, therefore, in Auckland, Gisborne, Wellington, Wanganui, Napier, Christchurch, and Dunedin, and these were heard as one dispute in Wellington on the 17th and 18th days of September last. They were treated as being in substance, though not in form, applications for a Dominion award.

The principal changes made by the new awards in existing conditions are these :—

1. Attendance to horses has been limited to eight hours per week. There is no doubt that in the past some employers have made an improper use of the right to require a driver to attend to horses without any limit as to time, and some restriction on the subject is necessary.

2. The time occupied by a driver in going from and returning to the stable is to count as part of his working-hours.

3. The wages of drivers have been increased. In the City of Wellington the increase is 1s. per week. In Auckland, Christchurch, and Dunedin the increase is 4s. per week.

4. The rates for casual drivers have been increased.

The Auckland City award is limited to the area lying within a radius of ten miles from the Chief Post-office there, as only employers in or about the city were made parties to the dispute. A similar award will be made to operate in Hamilton when the necessary application is made to the Court.

The position is the same with regard to the Christchurch award. A similar award will be made to operate in Timaru and Ashburton when the necessary application is made to the Court.

Three awards have been made in the Wellington District, as there are three unions there, and three separate disputes were originated there.

It was impossible to consider individual applications for exemption, and a general clause has been introduced giving the Court power to exempt any employers who have not been bound by awards previously made in connection with drivers, and who are engaged in any business not previously brought under the operation of such an award. W. A. Sim, Judge.

(2626.) WELLINGTON DISTRICT BAKERS AND PASTRYCOOKS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Wellington Operative Bakers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):—

Wellington and Suburbs.

Angell, Walter, Main Road, Johnsonville.
Bell, T. J., Mein Street, Newtown.
Benson, Agnes, Porirua.
Beynon, C. H., Jackson Street, Petone.
Bevis, Percy, 20 Luxford Street.
Boden, A. W., Jackson Street, Petone.
Brierley, Thomas, 75 Vivian Street.
Brown and Taylor, Parade, Island Bay.
Benge and Pratt, Upper Hutt.
Browne Bros., 324 Tinakori Road.
Budden, F., Cleveland Road, Brooklyn.
Carroll, E., 3 Willis Street.
Cook, W., and Sons, Johnsonville.
Cunliffe, James E., 166 Ingestre Street.
Davies and Sons, 101 Daniel Street.
Denhard and Sons, H., 191 Willis Street.
De Stevano, George, 58 Vivian Street.
D.I.C., Lambton Quay, Wellington.
Dwyer, J., and Co., Willis Street, Wellington.
Easson and Sons, J. J., Main Road, Johnsonville.
England, George H., Constable Street.
Fisher, Henry, and Co., 257 Riddiford Street.
Flint, A., 219 Riddiford Street.
Fredvico, Frederick, 139 Taranaki Street.
Freeman, Mrs. W., 63 Molesworth Street.
Gallatte Bros., Courtenay Place.

Godber and Co., James, 171–3 Cuba Street.
Grantham, Walter E., Main Road, Lower Hutt.
Green, W., and Co., Rhodes Street, Newtown.
Grimmett, Ernest E., Sydney Street.
Hazelwood, J. A., Upper Hutt.
Hogg, H. L., Coutts Street.
Howick, W., Lower Hutt.
Howse Bros., 112 Cuba Street.
Isaac and Sons, William, 93 Aro Street.
James, W. H., 39, 41A, Taranaki Street.
Jenkinson, —, Wadestown.
Kellow, Walter A., 110 Taranaki Street.
Kirkus, James A., 104 Tory Street.
Koerbin, Herbert, Webb Street, Wellington.
Kirkcaldie and Stains, Lambton Quay, Wellington.
Langdon, H., 59 Brougham Street.
Macklin, W., and Son, 261 Willis Street.
Mathieson, G., 465 Adelaide Road.
Mawson, G. A., Berhampore.
Maxwell, Miss, Willis Street, Wellington.
Maxwell, Mrs., Kiosk, Kelburne.
Maxwell, R., 100 Willis Street.
McClelland, S. M., Pretoria Street, Lower Hutt.
McFarlane, Louis, 156 Tory Street.
McParland Bros., Tory Street.
Meyer, Louis, Cleveland Street, Brooklyn.
Meyrick, Frank, Main Road, Lower Hutt.
Morfee and McCutcheon, 97 Aro Street.
Mowbray, James B., 126 Lambton Quay.
Mudgway, E. W., Upper Hutt.
Nicol, Alexander, Pahautanui.
Philp and Co., 126 Courtenay Place.
Pulsard, A., Sydney Street, Petone.
Raven, Arthur, Clyde Quay.
Reed, John, 127 Taranaki Street.
Reid, Hugh, 43 Hopper Street.
Roberts Bros., 113 Adelaide Road.
Robertshaw, H. K., Park Road, Miramar.
Rowell, Thomas, 28 Courtenay Place.
Scott Bros., 88 Manners Sreet.
Sedgwick, M., Main Street, Karori.
Smith, Thomas, 149 Riddiford Street.
Standbridge, H. J., 5 Hopper Street.
Starr, Harry, 164 Cuba Street.
Taylor, P. S., 234 Cuba Street.
Taylor, W., and Son, Adelaide Road.
Tonks, William, Herbert Street.
Thompson and Co., J. W., 38 Courtenay Place

Turner, James, and Son, Jackson Street, Petone.
Wilkie, Edward, 207 South Road.
Williams, George M., Main Road, Lower Hutt.
Wise, E. T., and Son, Rona Bay.

Hawke's Bay District.

Napier—
- Hawke's Bay Master Bakers' Union.
- Andrew, John B., Hastings Street.
- Alexander, J., Dickens Street.
- Alexander, T., Taradale.
- Carr and Cork, Coote Road
- Carter, J. B., Dickens Street.
- Carter, W. H., Hastings Street.
- Frater, George, Waghorne Street, Port Ahuriri.
- Hollis and Finnis, Kia Ora Tea-rooms.
- Jeffares, Elizabeth, Taradale.
- Olsen, Miss, Arcadia Tea-rooms.
- Robertson, A., and Son, Hastings Street.
- Sheehan and Sons, Waghorne Street, Port Ahuriri.
- Stokes, R. A., Emmerson Street.
- Tucker, A. E., Miller Street.
- Tucker, A. E., Hastings Street.
- Telford, —, Salisbury Tea-rooms.
- Youngson, A., Hastings Street.

Hastings—
- Anthony and Co.
- Bishop, E., Pakipiki.
- Boyd and Co., Omahu Road.
- Findlay, F. B., Hastings Street.
- Findlay, G., Karamu Road
- Hislop, Miss, Tea-rooms.
- Lambton, Miss, Tea-rooms.
- McKay, Miss, Tea-rooms.
- Mouldy, W., Heretaunga Street.
- Warren, R., Heretaunga Street.

Dannevirke—
- Benson, W. G.
- Bull and Harrison.
- Pallant, A. A.
- Tucker Bros.

Ormondville—
- Graves, G.
- Hardy, R.

Ongaonga—
- Willicombe, W.

Waipawa—
- Bott, Ernest.
- Hart, Edwin.
- Mulinder, A. A.

Waipukurau—
- Harrison, J. W.
- Wood, G. H.

Wairoa—
- Schule, H. E.
- Winters Limited.

Manawatu District.

- Palmerston North—
  - Brooks, J. H., 147 Main Street East.
  - Butzbach, A., Main Street East.
  - Clarken, Daniel, Waldegrave Street.
  - Croucher, H., Coleman Place.
  - Dustins Limited, King Street.
  - Dustins Limited, Andrew Young Street.
  - Everitt, W. B., 56 Cuba Street.
  - Edwards, William, Gray Street.
  - Glover, William, Alexander Street.
  - Little, William, 225 Main Street East.
  - Rawlins, Jane, The Square.
  - Telford, Mrs., Tea-rooms.
  - Whitehead Bros., 44 Main Street West.
- Ashhurst—
  - Malmo, George.
  - Trass, Charles.
- Feilding—
  - Gould, John.
  - Matthew, C., and Son.
  - Paterson, Laura L.
  - Stacey, H.
  - Wolven, W., and Co., Waituna West.
  - Whitehead, E.
- Halcombe—
  - Goebell, H. G.
- Foxton—
  - Evans Bros.
  - Perreau, M. E.
  - Walls, J.
- Kimbolton—
  - Beard, J. B.
  - Follett, F.
- Shannon—
  - Lambert, H.
  - Lambert, H. W., Tokomaru.
  - Sunning W. D.
- Woodville—
  - Harris and Abraham.
  - Turnbull, S.
- Levin—
  - Scott, J. W.
  - Smith, F. O.
  - Morris, A., Weraroa.
  - Williams, A. L.
- Rongotea—
  - Eggers Bros.
  - Humphries, David.
- Bull's—
  - Langdon, G. A.
  - McBrydie, T.
- Otaki—
  - Brown, Byron, and Co. (Limited), Manakau.
  - Beaumont, F.
  - Liversy, J. H.
  - Robinson, John.
- Paraparaumu—
  - Kirkland, R.
  - Mullis, Charles.

Wairarapa District.

Masterton—
- Alpass, J., Queen Street.
- Anstice, E., High Street.
- Mackay and Son, Queen Street.
- Patrick, L., Pine Street.
- Rankin, J. P., Queen Street.
- Wickens, J., and Co., Lincoln Road.
- Wilkes, W., Queen Street.
- Winchester, C., Queen Street.

Mauriceville—
- Fisher, W.

Featherston—
- Burt, T.
- Waters, W.

Martinborough—
- Howells, G.
- Lister, D. M.

Pahiatua—
- Brewer, F. W.
- East, A.
- Hughes, H. J., and Co.
- Harris, E.
- Reed, R.

Carterton—
- Patrick Bros.
- Sorenzen, P.
- White, Helen.

Eketahuna—
- Dowsett, F. W., jun.
- McGarry, R.

Greytown North—
- Duff and Yates.
- Richmond, Thomas.

Hamua—
- Sedcole Bros.

Hukanui—
- Griffin, William.

Rangitikei District.

Wanganui—
- Ansley, M., Avenue.
- Barrett, J., Avenue.
- Ball, George, Ball Street.
- Cutteli, Gailio, Avenue.
- Co-operative Bakery, Ball Street.
- Dustins Limited, Ridgway Street.
- Gilchrist, Alexander, Wanganui East.
- Hodson, T., Avenue.
- Linssen, Robert, Glasgow Street.
- Southern Cross Biscuit Company (Taupo Quay).
- Stewart, C. E. (Eastown).

Marton—
- Gould, A. G.
- Trenkner, A. (Turakina).
- Williams, W.

Hunterville—
- Adam, A.
- Stevenson and Phelleph.

Raetihi—
- Dauphin, A.

Taihape—
- Hastings, Alexander (Mataroa).
- Logan, J. F. (Moawhango).
- Morris and Co.
- Williams, W.

Ohakune—
- Aikman, A.
- Perry, G.
- Priest and Starr.

Mangaweka—
- Heerdgen, F.
- Mills, G.
- Ratcliffe, A.

Waverley—
- Dalton, James.

Waitotara—
- Billinghurst, C. E.
- Clark, J. J.

Ohingaiti—
- Buckley, G.

The Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 18th day of November, 1912, and shall continue in force until the 25th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 25th day of October, 1912.

W. A. Sim, Judge.

SCHEDULE.

Hours of Work.

1. (*a.*) The hours of work for bakers and pastrycooks shall not exceed forty-eight in any one week.

(*b.*) Subject to the special provisions hereinafter contained, the daily hours of work shall be regulated by each employer from time to time according to the requirements of his business, but so that any time worked in excess of ten hours in any one day by any worker shall be reckoned and paid for as overtime, whether or not such worker shall have worked forty-eight hours in that week.

(*c.*) The hour of starting work for bakers shall be not earlier than 4 o'clock a.m., except on Saturdays and the day immediately preceding a public holiday, when it may be one hour earlier—viz., 3 o'clock a.m. In the event of a double holiday, work may commence two hours earlier—namely, 2 o'clock a.m. Where employers have country deliveries, or have to forward bread by country coaches, they may start work at 3 p.m.

(*d.*) If any employer shall require any of his workers to start work at an earlier hour than that hereinbefore prescribed he shall pay such worker overtime at the rate of double time for all time worked between midnight and the hour prescribed for starting work, and such overtime shall be paid notwithstanding a full day's work shall not be worked by the particular worker who is so required to start work at such earlier hour. If a jobber is required to work at an earlier hour than the hours hereinbefore prescribed he shall be paid double time for any time worked between midnight and such prescribed hours.

(*e.*) Any journeyman employed to make dough by machinery or hand may start work earlier than the hours hereinbefore prescribed, but any journeyman who for that purpose is required to start work earlier than those hours shall be paid 5s. per week in addition to the minimum wage fixed by this award.

(*f.*) In towns having a population of less than 1,500 persons according to the census of 1911 the hours of work may be fixed by each employer according to the requirements of his particular business.

(*g.*) The hour of starting work for pastrycooks shall be not earlier than 6 a.m. on Tuesday, Wednesday, Thursday, and Friday, and not earlier than 4 a.m. on Monday and Saturday. In cases of emergency and on any holiday and the day immediately preceding such holiday the starting-time shall be agreed on between the employer and the foreman.

Wages.

2. (*a.*) The minimum wages shall be as follows: Foreman baker or pastrycook, £3 5s. per week; journeyman baker or pastrycook, £2 15s. per week; baker's labourer, £2 8s. per week.

(*b*). A baker's labourer shall not be employed in the actual manufacture of bread or small goods except that he may be employed to assist a journeyman in working a bread-baking machine.

(*c*.) Baker's labourers shall be employed in the proportion of not more than one labourer to every four journeymen or fraction of four.

(*d*.) In country bakehouses where only one journeyman is employed the following wages may be paid: On an out-turn of 2,000 2 lb. loaves per week, £3 5s. per week; 1,500 2 lb. loaves or over per week, £3 per week; 1,250 2 lb. loaves or over per week, £2 15s. per week; under 1,250 2 lb. loaves per week, £2 10s. per week.

(*e*.) When the employer is himself substantially engaged in doing the actual work of a journeyman in his own bakehouse he shall be classed as a foreman or first hand, and he shall take an equal share of sponging with the men, or, if he elects not to do sponging, he shall pay the worker who does it for his time.

(*f*.) The wage fixed by this award is a weekly wage, and no deduction shall be made therefrom except for time lost through the worker's own default or sickness.

Jobbers.

3. A jobber shall be paid at the rate of not less than 11s. per day of eight hours. He shall be paid not less than half a day's wages in any event. If he is employed for more than four hours he shall be paid not less than 1s. 4½d. per hour up to the full day of eight hours, and after that he shall be paid overtime at the rates fixed by this award for journeymen.

Overtime.

4. Subject to the present practice with regard to sponging, and also to the provisions of clause 1 (*d*) hereof, if overtime is required to be worked it shall be paid for as follows: Time and a quarter from the customary time of ceasing work up to 6 p.m.; time and a half from 6 p.m. up to 10 p.m.; from 10 p.m. to midnight, double time. Overtime for apprentices, 9d. per hour for the first three years, and for the last year of apprenticeship time and a quarter.

Holidays.

5. The following shall be deemed to be holidays: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, King's Birthday, Christmas Day, and Boxing Day. Sunday sponging shall cover all holidays. If a workman is required to work on any of such holidays he shall be paid at the rate of time and a half in addition to his weekly wage.

6. If any of these holidays shall be generally observed on any other day such other day shall be deemed to be the holiday for the purposes of this award.

Carters.

7. A carter shall not be employed in any bakehouse in connection with the manufacture of any goods in the baking trade, but a baker may deliver bread so long as he does not work more than the prescribed hours.

Boarding of Workers.

8. Employers shall not provide any of their workers with board or lodging on their own premises: Provided that in any case where a worker can satisfy the nearest Inspector of Factories that it is not practicable for such worker to obtain at a reasonable rate suitable board and lodging elsewhere than on his employer's premises, such Inspector of Factories may issue to such worker a permit authorizing him to agree with his employer to board and lodge on his employer's premises at a rate not exceeding 15s. per week. This clause shall not apply to the boarding of apprentices.

Meal-hours.

9. (*a.*) Not less than half an hour shall be allowed for breakfast and three-quarters of an hour for dinner, unless under special circumstances, when by mutual arrangement between the employer or his representative and the worker a shorter interval may be taken for meals.

(*b.*) No worker shall be allowed to work longer than four hours and a half before breakfast.

Employment of Females.

10. Females shall not be employed to manufacture any goods in a bakehouse or to do any hot-plate work, but they may be employed in finishing and packing small goods and cleaning fruit.

Termination of Engagement.

11. One week's notice of the termination of the engagement of a worker shall be given by the employer to the worker or by the worker to the employer.

Apprentices.

12. (*a.*) An employer taking an apprentice shall be deemed to have undertaken the obligation which he agrees to perform as a duty enforceable under this award of teaching such apprentice the trade, and shall pay such apprentice not less than the under-mentioned rates of wages: For the first six months, 12s. 6d. per week; second six months, 15s. per week; third six months, 17s. 6d. per week; fourth six months, £1 per week; fifth six months, £1 2s. 6d. per week; sixth six months, £1 5s. per week; seventh six months, £1 7s. 6d. per week; eighth six months, £1 10s. per week.

(*b.*) Where an employer provides his apprentice with board and lodging the above-mentioned wages may be reduced by 7s. 6d. per week during the first year, 10s. per week during the second year, 12s. 6d. per week during the third year, and 15s. per week during the fourth year.

(*c.*) The period of apprenticeship shall be for four years, but three months' probation shall be allowed the first employer of any apprentice to determine fitness, such three months to be included in the period of apprenticeship.

(*d.*) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served, and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligations of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(*e.*) If an employer shall from any cause beyond his control be unable to fufil his obligations to his apprentice it shall be lawful for such apprentice to complete his term with another employer, and such employer may take and employ such apprentice notwithstanding he has the full number of apprentices allowed by this award.

(*f.*) An employer taking an apprentice shall give notice thereof and the name of the apprentice to the Inspector of Factories within one month after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(*g.*) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(*h.*) When an apprentice is discharged for cause the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories.

(*i.*) Every employer shall be allowed to have one apprentice whether he employs any journeymen or not. If an employer employs more than two journeymen he shall be allowed two apprentices, but not more than two apprentices shall be allowed in any one bakehouse.

(*j.*) Existing arrangements with or relating to apprentices now serving under indentures or under existing awards shall not be affected by anything herein contained, and so far as is necessary for the purpose of giving effect to such arrangements the said awards shall continue in force.

(*k.*) An apprentice who has served his term of apprenticeship may be employed as an improver for a further period of one year by any employer at a minimum wage of £2 per week.

Under-rate Workers.

13. (*a.*) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Factories, or such other person as the Court may from time to time appoint for that purpose; and such Inspector or person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be for such period not, exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any worker whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(*c.*) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(*d.*) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(*e.*) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

14. (*a.*) In the event of any employer hereafter engaging any journeyman baker or pastrycook who shall not be a member of the union, and who within fourteen days after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union who is equally qualified with the non-member to perform the particular work required to be done and ready and willing to undertake the same.

(*b.*) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any person of good character and sober habits who is employed as a baker or pastrycook to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Term of Award.

15. This award shall come into force on the 18th day of November, 1912, and shall continue in force until the 25th day of October, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 25th day of October, 1912.

W. A. Sim, Judge.

MEMORANDUM.

This award is the same as that made in Auckland. The following is a copy of the memorandum in connection with that award :—

It was understood that the decision of the Court in connection with this dispute would settle the similar disputes in Wellington, Canterbury, and Otago and Southland. It therefore is in substance, though not in form, a Dominion award.

The important questions to be settled were those relating to (1) night shifts, (2) wages. Under the existing Auckland City award (Book of Awards, Vol. x, p. 205) employers have the right to work a night shift starting work not earlier than 10 p.m. The union asked to have this right taken away. The employers, on the other hand, asked to have it extended to the other parts of the Dominion, where under existing awards such a shift in effect is prohibited. The right to work this night shift appears to have been agreed to in 1905 by the representatives of the Auckland Union without much consideration, and without consulting the union on the subject. It is objected to strongly by the workers. Employers in centres other than Auckland appear to be able to carry on their business without such a shift, and we are not convinced that such a shift is really necessary. The Court has either to abolish it in Auckland or to extend it in the way asked for by employers, and in the circumstances the Court has decided to abolish it. Provision has been made under which a journeyman employed to make dough by machinery or hand may start work at any hour, but he must be paid 5s. per week extra.

The minimum wage for a foreman baker or pastrycook has been fixed at £3 5s., and for a journeyman baker or pastrycook at £2 15s. This is an increase on the minimum fixed by existing awards, and involves also the abolition of a separate minimum wage for table hands.

A minimum wage of £2 8s. per week has been fixed for a baker's labourer, and the number of labourers who may be employed is limited.

W. A. Sim, Judge.